

A RESOLUTION APPROVING A BUSINESS IMPROVEMENT GRANT (BIG) WITH NORTH GATE SHOPPING CENTER, LLC, PAR ACQUISITIONS, LLC AND D & D COMPANY PROPERTIES, LLC

WHEREAS, North Gate Shopping Center, LLC, PAR Acquisitions LLC, and D & D Company Properties LLC (the "Owner's") are making property improvements to the properties located at 468-650 Malley Drive, Northglenn, CO 80233 (the "Property");

WHEREAS, NURA desires to facilitate the proposed improvements by reimbursing the tenant for the property improvements as described hereto as **Exhibit B** (the "improvements").

WHEREAS, NURA specifically finds that entering into this Agreement (**Exhibit A**) will enhance the physical appearance and economic viability of the Property, will protect adjacent properties from deterioration, and will maintain a positive business environment in the City of Northglenn.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

Section 1. The Incentive Agreement attached hereto as **Exhibit A** is hereby approved for up to Thirty Two Thousand Five Hundred Dollars and Zero Cents (**\$32,500.00**) and the Chair is authorized to execute the same on behalf of the Authority.

DATED this _____ day of _____, 2017

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

EXHIBIT A - Agreement

NORTHGLENN URBAN RENEWAL AUTHORITY BUSINESS IMPROVEMENT AGREEMENT

THIS BUSINESS IMPROVEMENT AGREEMENT (the "Agreement") is made and executed this ____ day of _____, 2017, (the "Effective Date") by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and **North Gate Shopping Center, LLC**, a business with an address of 468-472 Malley Drive, Northglenn, CO 80233, and **PAR Acquisitions, LLC**, a business with an address of 530 Malley Drive, Northglenn, CO 80233, and **D & D Company Properties, LLC**, a business with an address of 650 Malley, Drive, Northglenn, CO 80233 (individually a "Property Owner" and collectively, the "Property Owners") (with NURA, individually a "Party" or collectively the "Parties").

W I T N E S S E T H

WHEREAS, NURA is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight;

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to persons who reside within NURA boundaries, to businesses within the NURA boundaries, and to owners of property within NURA boundaries;

WHEREAS, Property Owners desire to improve the property with new monument signage as depicted on **Exhibit A** the Site Plan (the "Property") more specifically described in the attached **Exhibit B** (the "Improvements");

WHEREAS, the Improvements are intended to preserve the public appearance of the Property, by protecting against its deterioration, maintaining a positive business environment in the City, and attracting other businesses to the City and the Northglenn Urban Renewal Area;

WHEREAS, the Improvements will further the public purpose of NURA as set forth in C.R.S. § 31-25-102; and

WHEREAS, NURA desires to reimburse Property Owners for its expenditures by paying the lesser of one-half of the cost of the Improvements or Thirty-Two Thousand and Five Hundred Dollars and zero cents (**\$32,500.00**) to Property Owners for the Improvements pursuant to the terms of this Agreement.

NOW, THEREFORE, in order to promote redevelopment, fulfill NURA's urban renewal purpose as set forth in Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and achieve the above-referenced goals, and in consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. REIMBURSEMENT

A. NURA agrees to reimburse the three (3) Property Owners an amount up to a maximum of 50% of their contribution, not to exceed \$12,500 each.

B. The following allocations are based on the Shared Signage Use and Maintenance Agreements in **Exhibit C**.

- North Gate Shopping Center, LLC - \$12,500
- PAR Acquisitions, LLC - \$12,500
- D&D Company Properties, LLC - \$7,500

1. The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, all applicable building and technical codes, and City of Northglenn ordinances (collectively, the "Laws");

2. The Improvements shall be maintained and operated in compliance with the Laws;

3. All required approvals of any governmental authority with jurisdiction over the Improvements shall be obtained by Property Owners prior to construction of the Improvements;

4. All contractors and subcontractors have signed lien waivers for all work and materials related to the Improvements; and

5. Property Owners shall provide NURA with itemized reasonably detailed invoices and financial documentation that to NURA's reasonable satisfaction confirm the Actual Direct Costs of the Improvements.

The phrase "Actual Direct Costs" means costs invoiced to Property Owners by the contractor(s), but shall not include taxes or internal Property Owners costs, such as Property Owners' staff time or Property Owners' travel expenses.

B. Notwithstanding the maximum amount set forth in Subsection A above, the reimbursement to Property Owners shall be no greater than one-half of the Actual Direct Costs incurred by Property Owners for the Improvements.

C. Reimbursement to Property Owners shall be made as follows:

1. Reimbursement shall not be made until all of the Improvements have been fully completed and all governmental requirements have been satisfied;

2. Upon completion of the Improvements and Property Owners being in compliance with all of the requirements of this Agreement, and upon delivery to NURA of fully paid invoices for all the Improvements, NURA shall reimburse Property Owners the lesser of one-half of the Actual Direct Costs incurred by Property Owners for the Improvements or a total of Thirty-Two Thousand and Five Hundred Dollars and zero cents (\$32,500.00) for the Actual Direct Costs;

3. NURA's obligation to reimburse Property Owners shall terminate if Property Owners have not met all of the above-listed conditions by March 13, 2018.

D. The Property Owners hereby appoint North Gate Shopping Center, LLC and its affiliates to select, manage and supervise the contractor(s) used in the construction of the Improvements. NURA acknowledges this appointment. In connection with this appointment, North Gate Shopping Center, LLC and/or its affiliates will be principally responsible for payment to the contractor(s) used in the construction of the Improvements and thereafter seek contribution from the other Property Owners as set forth in the Shared Signage and Use Agreements. PAR Acquisitions, LLC and D&D Company Properties, LLC hereby assign their right to their reimbursement herein to North Gate Shopping Center, LLC. The Property Owners shall be responsible for the final reconciliation and reimbursement amongst themselves. For the avoidance of doubt, this Subsection D shall not modify such allocations set forth in Subsection B above.

II. ONGOING PROPERTY OWNERS OBLIGATIONS

A. In addition to any ongoing obligations set forth in or reasonably implied from Section I, Property Owners shall maintain the Improvements in good condition and good working order. If at any time within five (5) years from the Effective Date, Property Owners fail to comply with the above-referenced conditions, Property Owners shall reimburse NURA for all amounts paid by NURA to Property Owners under this Agreement; provided that NURA shall first provide Property Owners with written notice that one or both of the above-referenced conditions has been breached and Property Owners shall have ten (10) days to cure the breach.

B. All obligations of Property Owners shall be joint and several, and each Property Owner shall be individually liable and responsible for the full obligations of the Property Owners set forth in this Agreement.

III. INDEMNIFICATION

Property Owners agree to indemnify and hold harmless NURA and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Property Owners, any subcontractor of Property Owners, or any officer, employee, representative, or agent of Property Owners, or which arise out of any

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. NURA, its officers, and its 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, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to NURA and its officers or employees.

J. Rights and Remedies. The rights and remedies of NURA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit NURA's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Subject to Annual Appropriations. Any financial obligations of NURA not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of NURA hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**THE NORTHGLENN URBAN RENEWAL
AUTHORITY**

Rosie Garner, Chair

ATTEST:

Debbie Tuttle, NURA Executive Director

APPROVED AS TO FORM:

Jeff Parker, NURA Attorney

North Gate Shopping Center, LLC

By: [Signature]

Its: CO-CEO

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st
day of September, 2017, by Kyle Speldell, as CO-CEO of
North Gate Shopping Center, LLC

My commission expires:

(SEAL)

[Signature]
Notary Public

MEGAN AUEN
Notary Public
State of Colorado
Notary ID # 20174033932
My Commission Expires 08-11-2021

PAR ACQUISITIONS, LLC

By: [Signature]

Its: PARTNER, PAR ACQUISITIONS, LLC

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8th
day of September, 2017, by Stephen R. Parry, as partner, of par acquisitions, LLC
par acquisitions.

My commission expires: 09/27/2018

(S E A L)

SUSAN BACA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19984026008
MY COMMISSION EXPIRES SEPTEMBER 27, 2018

[Signature]
Notary Public

D & D Company Properties, LLC

By: *[Signature]*

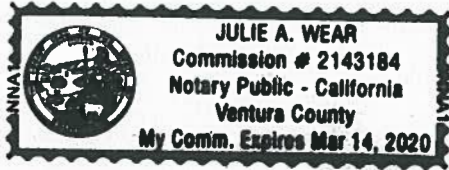
Its: member

STATE OF California)
~~COLORADO~~)
COUNTY OF Ventura) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of September, 2017, by Joseph M. Ellison as Member of D&D Co. Properties, LLC.

My commission expires:

(SEAL)

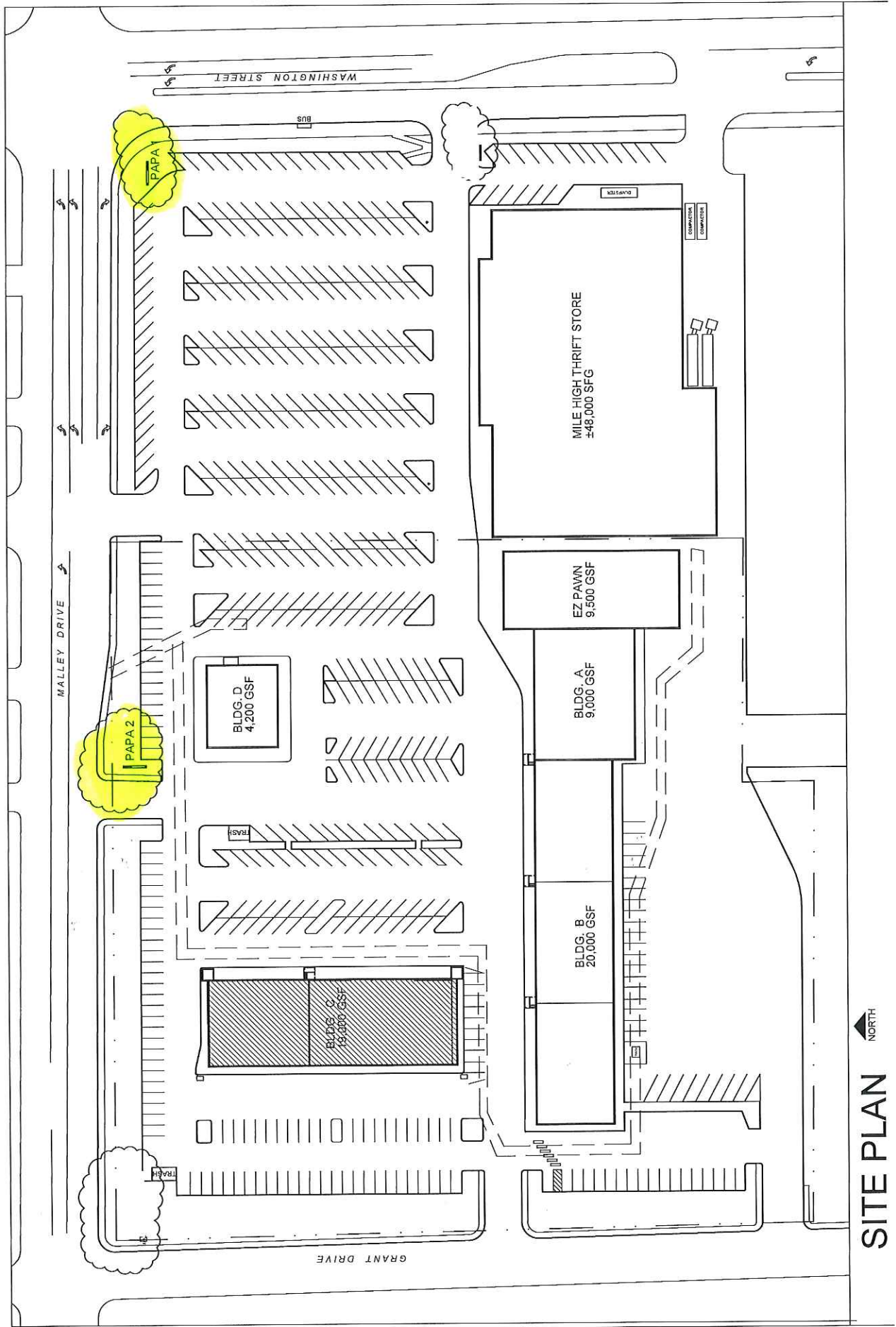


Julie A. Wear
Notary Public

EXHIBIT A

**SITE PLAN
(Sign Locations)**

EXHIBIT A - Site Plan/Property



SITE PLAN

EXHIBIT B

**IMPROVEMENTS
(BIG Application)**



Business Improvement Grant (BIG) Application Form

Name of Applicant: _

1. NORTH GATE SHOPPING CENTER LLC
2. PAR ACQUISITIONS LLC
3. D & D COMPANY PROPERTIES LLC

Name of Business: NORTH GATE SHOPPING CENTER

Address of Business: 468-650 MALLEY DRIVE NORTHGLENN, COLORADO

Mailing Address (if different than business): 700 17TH STREET, SUITE 2200 DENVER CO 80202

Phone Number: 720-399-6840 Email: CORPORATE@TGSCOLORADO.COM

Type of Business: REAL ESTATE

Applicant is the: Property Owner Business Owner Other _____

How many years has the business been in existence? More than 2

How long has the business been operating at the current location? More than 2

When does your current lease expire? n/a

If lease expires in less than two years, please explain the circumstances: n/a

Property owner's name (if different from applicant): n/a

Property owner's address: _

1. 700 17th Street, Suite 2200, Denver, CO 80202
2. 8480 E Orchard Road, Suite 1100, Greenwood Village, CO 80111
3. 176 W Main Street, Ventura, CA 93001

Property owner's phone number:

1. 720-937-2818
 2. 303-779-7979
 3. 805-648-6925 x20
-

Note: If you are not the property owner, please have the property owner or authorized representative co-sign this application under Property Owner Authorization on Page 3.

Why are you requesting this grant?

To help offset the costs of New Marquee/Monument signs

Proposed Improvements:

Please describe the proposed improvements to the property. Include at least one color photograph of all areas showing the existing building conditions **prior** to the improvements.

Three bids are required for the proposed work. If you have any additional building information such as measured plans, site plans, or architectural documentation for improvements (plans, sketches, or construction costs, permit and construction fees and taxes), please include them with your application.

**Exterior Improvements Description:
2 NEW SHOPPING CENTER MONUMENT SIGNS**

Bid information:

- Bid #1: Company NEONLAND SIGNS Amount \$ 65,600.
- Bid #2: Company DRC & SIGNS Amount \$ 86,963.
- Bid #3: Company COLOR STORM GRAPHICS Amount \$ 88,797.

Which company have you chosen to perform the work? NEONLAND SIGNS_____

Budget & Timing:

Total overall proposed project budget: \$ 65,600.00

Total amount of funding assistance being requested: \$ 32,500.00

Desired completion date: 10/30/2017

Authorization:

The applicant authorizes the Northglenn Urban Renewal Authority (NURA) to promote an approved project, including but not limited to, displaying a NURA grant program sign or sticker at the site during and after construction, and the use of photographs and descriptions in city and NURA related communications and materials.

The applicant understands that NURA reserves the right to make changes in the conditions of the Business Improvement Grant (BIG) program as warranted.

The applicant understands that, in the event this application is approved, a binding agreement must be signed and recorded. The applicant must also provide proof of the completed project prior to the release of grant funds.


Signature of Applicant  Date 8/30/17

Property Owner Authorization:

If the applicant is not the property owner, please have the property owner or an authorized representative review and co-sign this application below.

As owner of property at 468-472 MALLEY DRIVE, NORTHGLENN, CO_(address). I have reviewed the above application and authorize the operator of NEONLAND SIGNS (business name) at said address to perform improvements described above as part of the NURA Business Improvement Grant (BIG) program.

Signature of Property Owner or Authorized Representative:


8/30/17

Name **Date**

SUBMITTAL CHECKLIST

Please check all the boxes below indicating that you have included the following required documentation:

- Original Application Form
- At least one color photo of each area of the building, property and/or sign where improvements will be made **prior** to the improvements
- Color rendering(s) of the proposed scope of work
- Three (3) contractor bids (including complete project description and cost estimate)
- \$25 application fee payable to NURA
- Project Fact Sheet
- Building/Planning/Public Works Approvals
- Completed W-9 – Request for Taxpayer ID & Certification

CONFIDENTIAL

Project Fact Sheet

Please provide a project fact sheet indicating the following data and information as applicable:

1. Type of Space & Size (SF):

- Gross Building Area: _____s/f
- Restaurant Space: _____s/f
- Office Space: _____s/f
- Retail Space: _____s/f
- Industrial Space: _____s/f

2. Proposed Project Completion Date:

- a. Construction Start Date: 10/1/17
- b. Project Completion Date: 10/30/17

3. Estimated Total Capital Investment of Entire Project: \$ 65,600.

4. Estimated Employment (Jobs):

- Year 1: _____
- Year 2: _____
- Year 3: _____
- Current Average Annual Salaries: \$ _____

5. Annual Sales Revenue Projections:

- Year 1: \$ _____
- Year 2: \$ _____
- Year 3: \$ _____

Mail or drop off completed application to:

Jill Mendoza, Economic Development Specialist
Northglenn Economic Development
11701 Community Center Drive Northglenn, CO 80233

For more information, contact Jill Mendoza at jmendoza@northglenn.org at 303-450-8938.



No Expiration Date

Neon Land Inc.


5650 N Washington St
B-5 Denver CO, 80216

(720)385-8804

Luis Tejeda

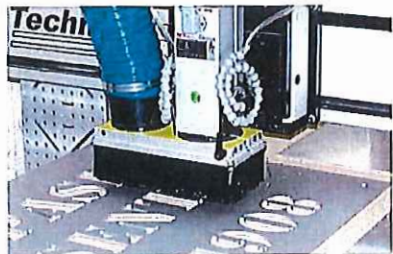
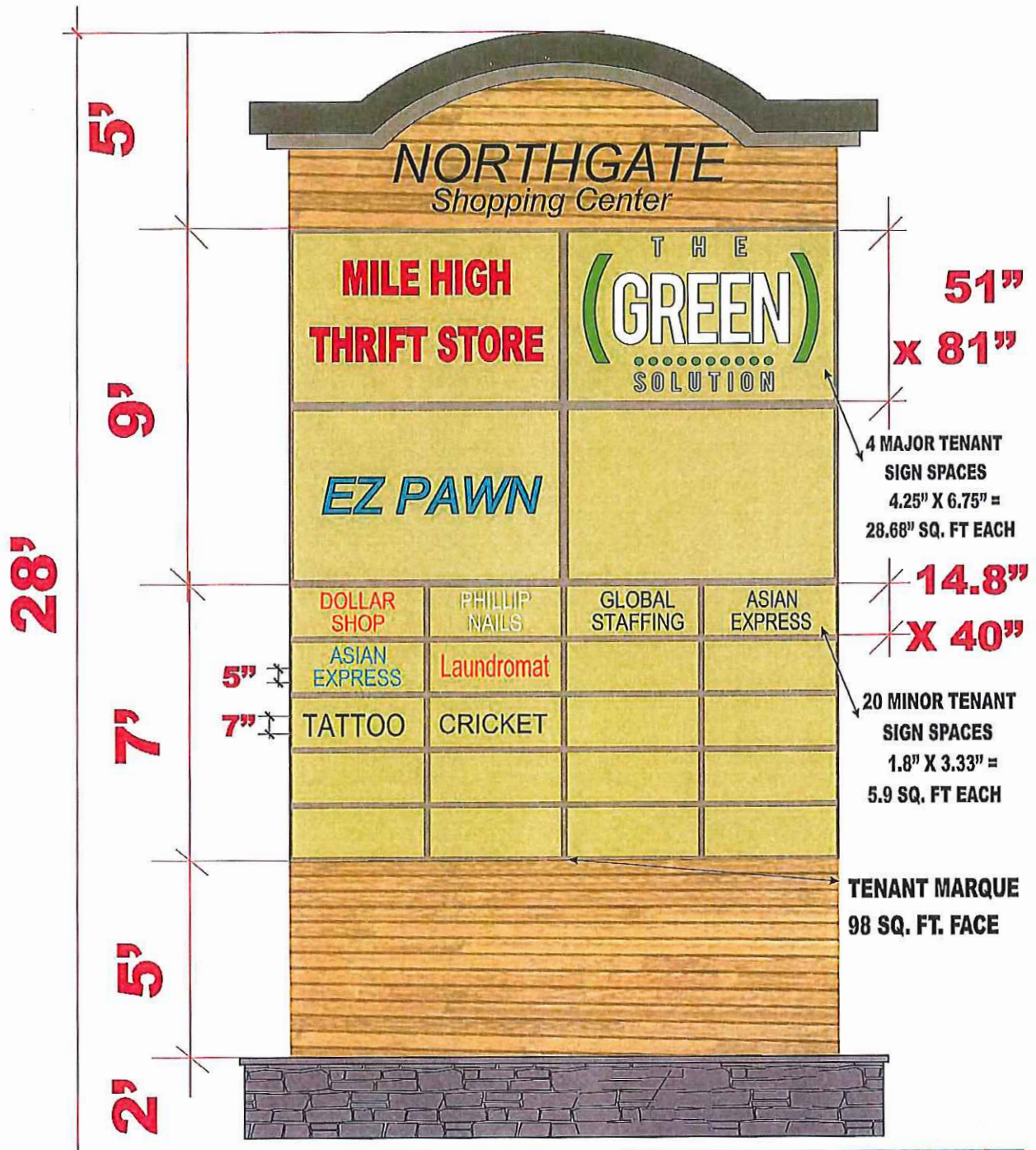
Invoice

Date	Invoice
02/24/2017	# 1522-A

Address		Ship To:	
 470 Malley Dr, Northglenn CO. 80233		Northgate Shopping Center	
P.O Number	Terms		

Item	Description	Hrs	Price Each	Amount
Monument Sign	<p>28' Tall Monument Sign for Northgate Shopping Center Made out of Aluminum, wood nitchia. All the letters to be made of router not a push thru, with red color 3/16 polycarbonate acrylic.</p> <p>16' Tall Monument Sign for Northgate Shopping Center Made out of Aluminum, wood nitchia. All the letters to be made of router not a push thru, with red color 3/16 polycarbonate acrylic.</p> <p>The footing for this sign is not included. we are using the old sign material and old pole, we just retrofit this sign but we are trying to make look the same of the big sign.</p>			
City Permit				City Permit not Included.....

Total :\$65,600.00



Router Aluminum
DOLLAR SHOP
 Red Plexi on back



Final Product & Paint
DOLLAR SHOP



← →

8'

NORTHGATE
Shopping Center

**MILE HIGH
THRIFT STORE**

THE
(GREEN)
SOLUTION

EZ PAWN

DOLLAR SHOP	PHILIP NAILS	GLOBAL STAFFING	ASIAN EXPRESS
ASIAN EXPRESS	Laundromat		
TATTOO	CRICKET		

16'



DRC Embroidery and Signs
 11426 E. 116th Dr.
 Henderson, Co. 80640

Estimate

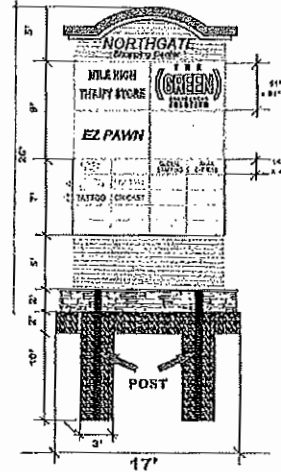
Bill To: 303-698-3341

The Green Solution

Estimate #: 0042654
 Date: 04/03/2017
 PO#
 Page: 1

DATE DESCRIPTION AMOUNT

The Green Solution
 470 Malley Dr.
 Northglenn, CO 80233
 26 Ft tall Monument for Northgate Shopping Center



\$67,500.00

Terms: 50% down and remaining due upon installation. Bid does not include permit fees, \$65 per hour to pull permit and taxes.

Note:
 Unless otherwise specified, payment in full is due on receipt of this invoice. Until final payment in full has been received, the products and/or services listed in this invoice/workorder are property of DRC Embroidery and Signs and may be removed at our discretion. The client is responsible for any cost of removal, reinstallation, and/or storage of such property until paid in full. A minimum charge of \$50.00 will be levied against all returned checks.
 Interest of 1 1/2% per month will be charged on all amounts not paid within 30 days of the invoice date. All costs of collection, including reasonable attorney fees, are the responsibility of the client.

Subtotal: \$67,500.00

Sales Tax: \$6,243.75

Total Amount: \$73,743.75

Amount Applied:

Balance Due:

Approved By _____

Date _____



DRC Embroidery and Signs
 11426 E. 116th Dr.
 Henderson, Co. 80640

Estimate

Bill To: 303-698-3341

The Green Solution

Estimate #: 0042655

Date: 04/03/2017

PO#

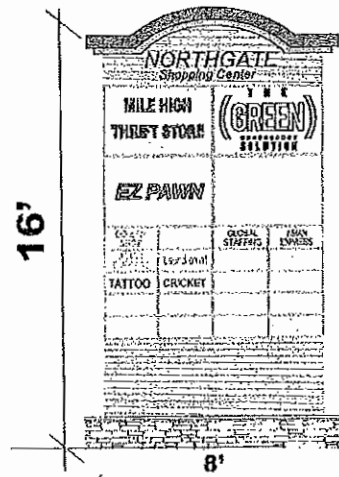
Page: 1

DATE

DESCRIPTION

AMOUNT

The Green Solution
 470 Malley Dr.
 Northglenn, CO 80233
 Refurbished a 16 Ft tall Monument
 for Northgate Shopping Center



\$12,100.00

Terms: 50% down and remaining due upon installation. Bid does not include permit fees, \$65 per hour to pull permit and taxes.

Note:

Unless otherwise specified, payment in full is due on receipt of this invoice. Until final payment in full has been received, the products and/or services listed in this invoice/workorder are property of DRC Embroidery and Signs and may be removed at our discretion. The client is responsible for any cost of removal, reinstatement, and/or storage of such property until paid in full. A minimum charge of \$50.00 will be levied against all returned checks.

Interest of 1 1/2% per month will be charged on all amounts not paid within 30 days of the invoice date. All costs of collection, including reasonable attorney fees, are the responsibility of the client.

Subtotal: \$12,100.00

Approved By _____

Date _____

Sales Tax: \$1,119.25

Total Amount: \$13,219.25

Amount Applied:

Balance Due:



5/24/2017

Quote #28886

Prepared For:
The Green Solution

Prepared By:
Sam
Color Storm Graphics, LLC
6260 W. 52nd Ave
Ste #105
Arvada, CO 80002
USA

Phone:
Alt. Phone:
E-Mail:

Fax:

Phone: 3034129280 Fax: 3034129429
Alt. Phone:
E-Mail: sam@fairpointgraphics.com

Description:

TGS
470 Malley Drive
Northglenn, CO 80233

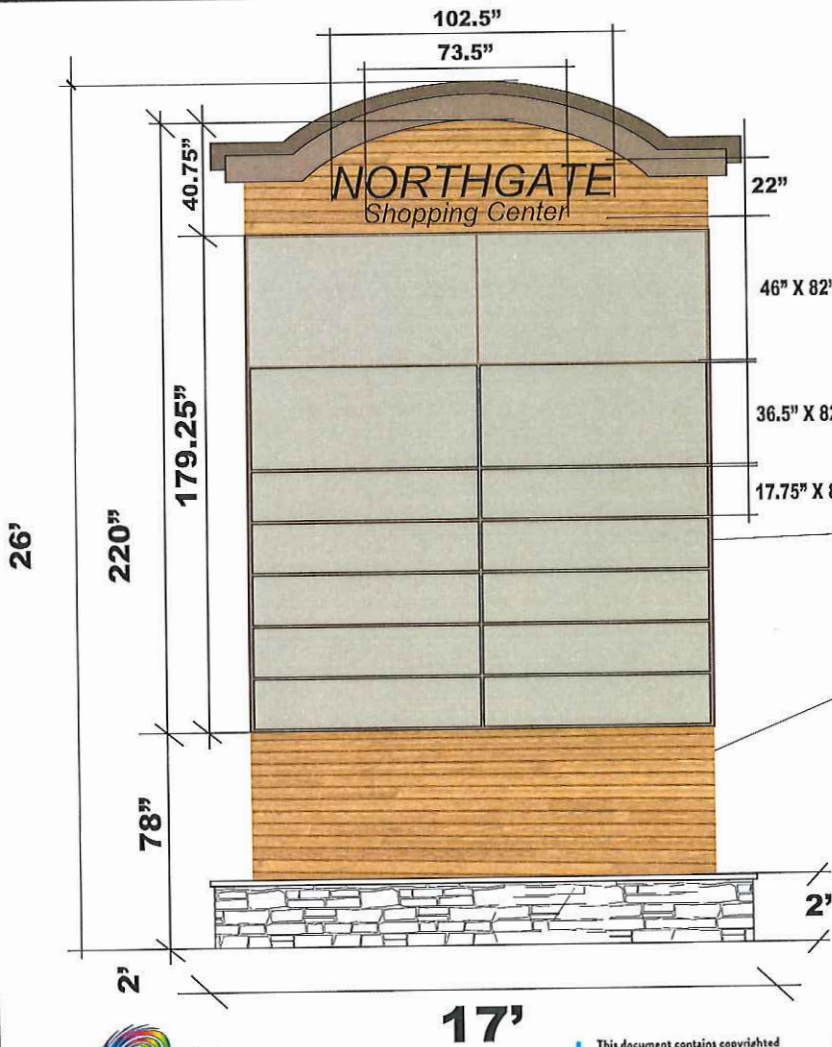
Estimated time for production: 21 working days

Quantity	Description	Each	Total	Taxable
1	Refurbish 16ft X 8ft Monument Sign in the Northgate Shopping Center	12500.00	\$12,500.00	✓
1	City Permits To Be Determined	0.00	\$0.00	✓
Subtotal			\$12,500.00	
Sales Tax			\$995.00	
Resale Card on File			\$0.00	
Total			\$13,495.00	

Terms:

This estimate good for 30 days. 50% due on signing, balance due on completion.

Signed by _____ Date _____ Amt. Paid Today _____



New 26 Ft tall Monument for Northgate Shopping Center



To Match Building Colors



Color Storm Graphics | 6260 W. 52nd. Ave. Arvada, CO 80002
303.412.9280 | sam@colorstormgraphics.com

This document contains copyrighted material and trade secret information belonging exclusively to Color Storm, Inc. Any unauthorized use, disclosure, dissemination or duplication of any of the information contained herein may result in liability under applicable laws.

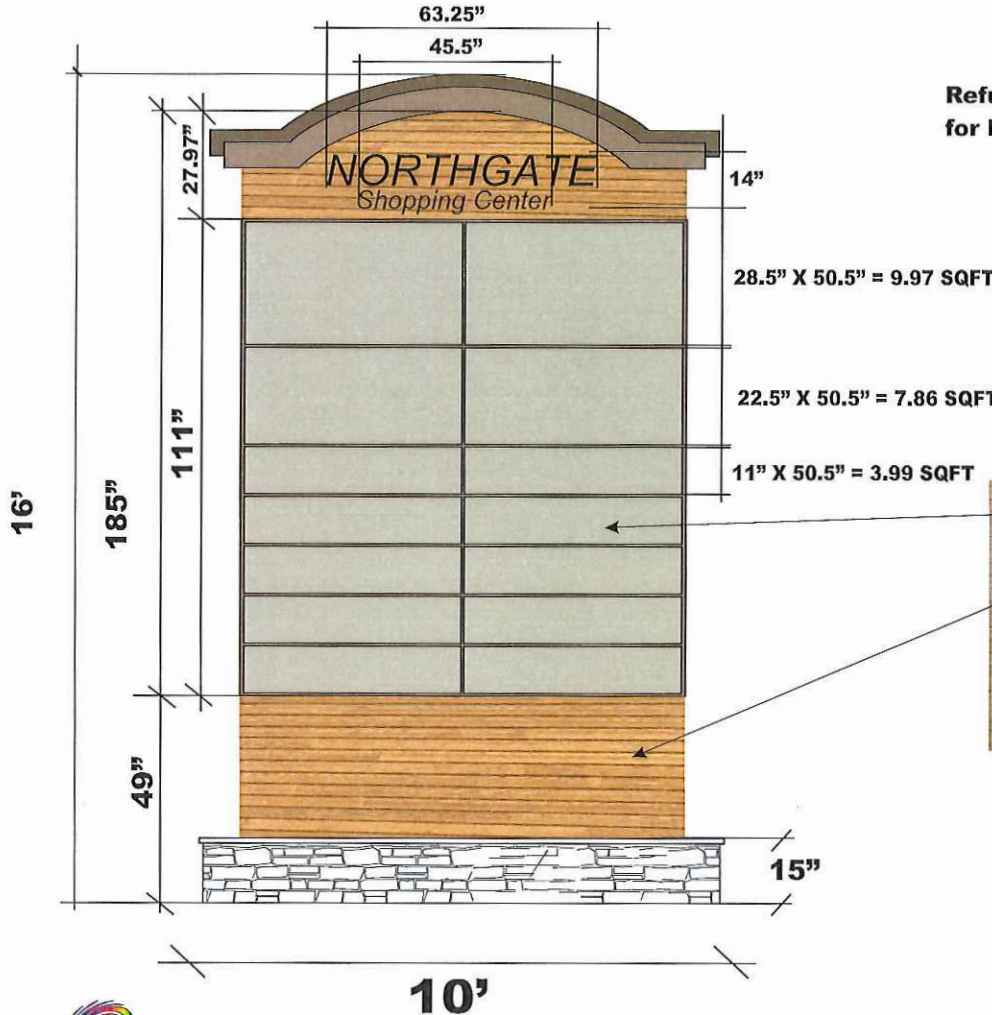
Design Layout Drawing for Exterior Window Signage

Biscuits and Berries

Sheet number

1 of 1

Refurbished a 16 Ft tall Monument for Northgate Shopping Center



To Match Building Colors



Color Storm Graphics | 6260 W. 52nd. Ave. Arvada, CO 80002
303.412.9280 | sam@colorstormgraphics.com

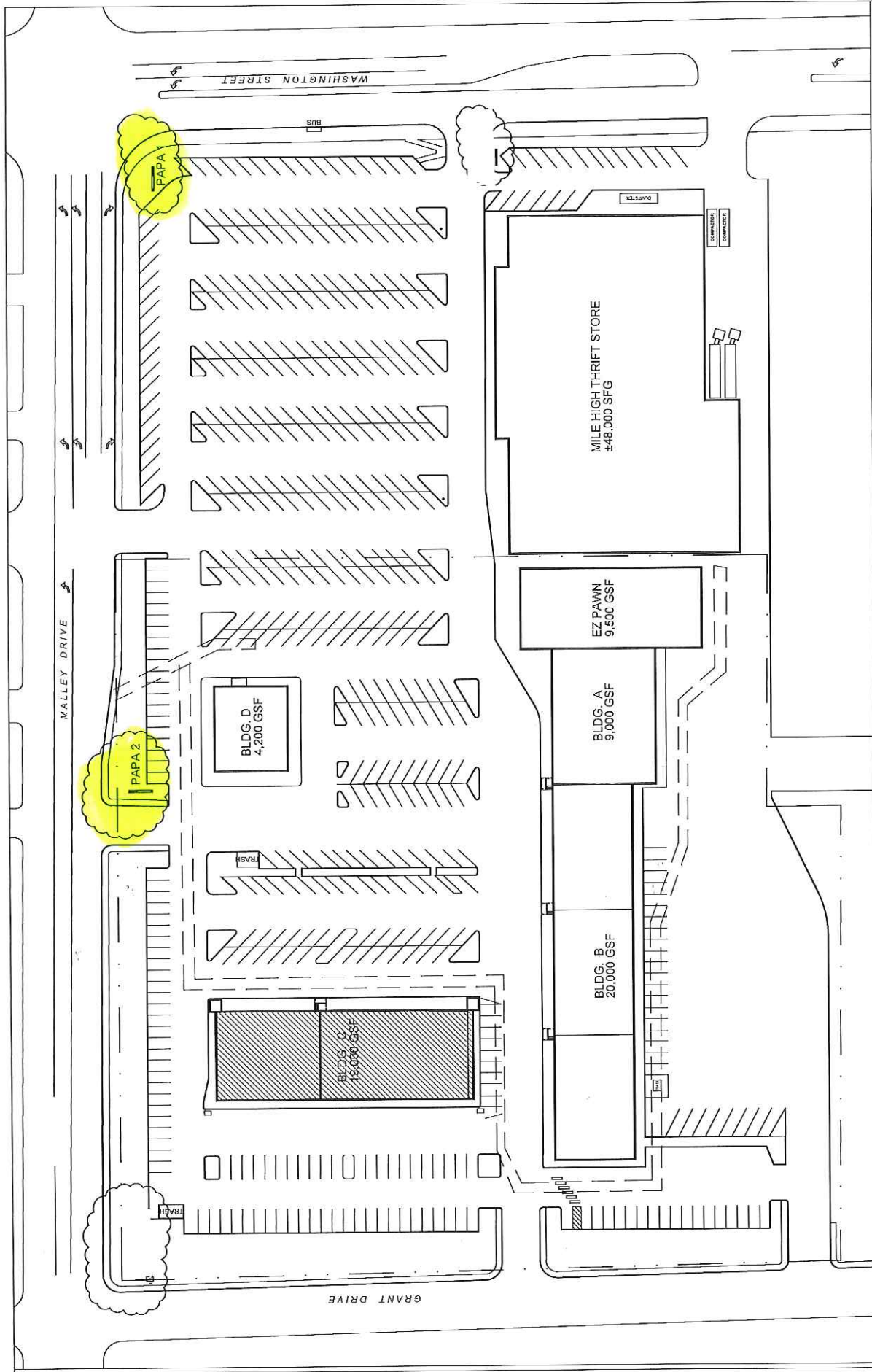
This document contains copyrighted material and trade secret information belonging exclusively to Color Storm, Inc. Any unauthorized use, disclosure, dissemination or duplication of any of the information contained herein may result in liability under applicable laws.

Design Layout Drawing for Exterior Window Signage

Biscuits and Berries

Sheet number

1 of 1



SITE PLAN



Acceptance of General Conditions for a Northglenn Urban Renewal Authority (NURA) Business Improvement Grant (BIG)

DATE: September 13, 2017

GRANTEE: Northgate Shopping Center, LLC, PAR Acquisitions, LLC, and D & D Company Properties, LLC

GRANT AMOUNT: North Gate Shopping Center, LLC - \$12,500.00
PAR Acquisitions, LLC - \$12,500.00
D & D Company Properties, LLC - \$7,500

PURPOSE OF GRANT: Sign Improvements

TERMS OF GRANT ASSISTANCE:

The Grantee is not an agent, servant, employee, or subcontractor of the Northglenn Urban Renewal Authority (NURA) or the City of Northglenn.

The Grantee shall be solely responsible for all safety conditions and compliance with all safety regulations, building and zoning codes, ordinances, necessary permits, and other applicable regulations.

Funds are disbursed on a reimbursement basis, and cannot be issued until the project has been fully completed.

The Grantee must submit documentation of proof of payment for completed work to the NURA prior to the issuance of funding.

Before funding will be released, representatives of the NURA must review the completed project to determine that the actual work performed was the work that was approved.

The project approved for funding by the NURA Board of Directors must be completed within six (6) months of approval of the application, unless extended by the Board of Directors. If not completed within the aforementioned six month timeframe, or the timeframe for completion extended by the Board of Directors, funding from the NURA can be revoked by the Board of Directors.

The Grantee waives any claim against and fully releases the NURA and the City of Northglenn, and/or its agents, employees, officers and/or directors from any property damage, personal injury, or other loss relating in any way to the grant.

ONGOING FINANCIAL
COVENANTS:

The Grantee shall be responsible for maintaining valid and sufficient insurance coverage for property damage and personal injury for all property and improvements for which assistance is sought from the Grant.

The Grantee agrees to maintain the improvements for at least five years from the date hereof. The Grantee and the Property Owner (if different) agree that this Acceptance of General Conditions shall be filed for record at the Office of the Adams County Clerk and Recorder and that this document shall constitute a lien upon the Subject Property to guarantee this condition. Should the improvements not be maintained for at least five years, the NURA shall have the right to foreclose its lien to recover the Grant amount. At the conclusion of the five-year period, the NURA will release the lien on the property if the Grantee is not in default hereof.

The applicant agrees to return a pro-rated amount of the grant money received if the improvement is removed within five years.

MISCELLANEOUS
COVENANTS:

The applicant authorizes the NURA to promote the approved project, including but not limited to the following: Web site, Signage, Northglenn Connection, Economic Development Enewsletter, and other marketing and promotional publications and communication methods.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

EXHIBIT C

SHARED SIGNAGE USE AND MAINTENANCE AGREEMENTS

SHARED SIGNAGE USE AND MAINTENANCE AGREEMENT

This Shared Signage Use and Maintenance Agreement (this "**Agreement**") is made and effective as of August 7th, 2017, by and among North Gate Shopping Center, LLC, a Colorado limited liability company ("**North Gate**"), PAR Acquisitions, LLC, a Colorado limited liability company ("**PAR**"), and D & D Company Properties, LLC, a California limited liability company ("**D&D**"). North Gate, PAR, and D&D may be individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, North Gate is the owner of that certain real property located in the City of Northglenn, Colorado (the "**City**"), more particularly described as SUB:WEBSTER LAKE RESUBD OF BLK 1 FIRST FILING AMENDED REPLAT NO 1 LOT:1 and with a parcel identification number of 0171903409022 (the "**North Gate Property**");

WHEREAS, PAR is the owner of that certain real property commonly known as 530 Malley Drive, Northglenn, CO located in the City, more particularly described as SUB:WEBSTER LAKE 1ST FIL AMND RESUB BLOCK 1 LOT:2 and with a parcel identification number of 0171903409019 (the "**PAR Property**");

WHEREAS, D&D is the owner of that certain real property commonly known as 650 Malley Drive, Northglenn, CO located in the City, more particularly described as SUB:WEBSTER LAKE FIRST FILING AMENDED DESC: PT BLK 1 AND PT TRACT B DESC AS BEG AT NE COR BLK 1 TH SLY 528/41 FT TO S LN SD BLK TH WLY 350 FT TH NLY 528/30 FT TO N LN SD BLK TH ELY 339/66 FT TO POB AND EXC RD 4/0347A and with a parcel identification number of 0171903409020 (the "**D&D Property**"); and

WHEREAS, the Parties desire to establish appropriate easements and covenants for the construction and maintenance of a monument sign (described further below) as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Definitions.** Unless otherwise indicated, capitalized terms used in this Agreement have the meanings set forth below:

a. "**Owner**" (and, collectively, the "**Owners**") shall mean each person or entity which owns fee simple title to a Property.

JP

b. "**Monument Sign**" shall mean a freestanding structure located on the D & D Property containing multiple sign panels as further described (including such allocations to Owner of the applicable Property) on Exhibit A attached hereto as shown in the approximate location on Exhibit B.

c. "**Property**" shall mean each of the North Gate Property, PAR Property, and the D&D Property, including any subdivisions thereof created by any subsequent replat.

2. **Construction of Monument Sign.** The Owner of the North Gate Property shall oversee the construction of the Monument Sign, including: (i) procurement of one or more contractor bids; (ii) selection of such contractor(s); (iii) oversight of construction; (iv) removal of the existing monument sign; and (v) finalization of construction. North Gate shall use commercially reasonable efforts to construct the Monument Sign and remove the existing monument sign; provided, however, North Gate shall not be responsible to indemnify the other Owners for the acts or omissions of the selected contractor(s) made in connection with the construction of the Monument Sign.

3. **Business Improvement Grant.** The Owners shall apply for the Northglenn Urban Renewal Authority (NURA) business incentive grant that offers matching funds to commercial businesses in the NURA boundary areas within Northglenn. The program is intended to improve the appearance of individual buildings and property lots, as well as the overall look of the City. Any grant contributions shall be divided amongst the Owners pursuant to percentage shares set forth below for Allocated Costs.

4. **Grant of Temporary Easement.** D&D hereby grants and conveys to North Gate temporary easements ("**Temporary Easements**"), which will be non-exclusive easements on, over, under and across the D&D Property as reasonably necessary to provide for the construction and utility service to the Monument Sign in the approximate location set forth in Exhibit B, attached hereto and incorporated herein by this reference (the "**Easement Parcel**"), for the purpose of using the Easement Parcels for installation of the Monument Sign. The Temporary Easement shall be for the benefit of all the Owners.

5. **Construction of Monument Sign/Termination of Temporary Easement.** North Gate shall complete the Monument Sign in accordance with the plan set forth in Exhibit C and any and all governmental rules, regulations, laws or ordinances and in accordance with the plans and specifications as approved by Northglenn. All costs to complete the Monument Sign, including, but not limited to, any construction permit fees, shall be Allocated Costs to be paid by the Owners as set forth in Section 8. North Gate's rights and obligations provided herein shall continue in full force and effect until final completion of the applicable Monument Sign. Upon such completion, the Temporary Easement granted hereby shall terminate and be of no further force and effect, and the Easement Parcel shall be restored to a neat condition.

6. **Mechanics' Liens and Other Claims.** Nothing contained herein shall authorize North Gate, or any person or entity acting through, with, or on behalf of North Gate, to subject any

portion of the D&D Property to mechanics' liens. North Gate and PAR, jointly and severally, agree to indemnify and hold D&D harmless from any claim, loss, damage or expense arising out of the filing of any mechanics' liens on the D&D Property in connection with or from North Gate's completion of the Monument Sign; provided that D&D has fully paid its portion of the Allocated Costs.

7. **Utility/Maintenance Costs.** The electricity and routine maintenance costs incurred in connection with the operation and upkeep of the Monument Sign (the "Utility/Maintenance Costs") shall be borne first by the Owner of the D&D Property, but reimbursed in arrears, and in equal parts, by the Owners of the North Gate Property and PAR Property. The Owner of the D&D Property shall issue invoices to the Owners of the North Gate Property and PAR Property (split equally) for reimbursement of Utility/Maintenance Costs for up to one (1) year immediately preceding the date of such invoice. Reimbursement of the Utility/Maintenance Costs incurred more than one (1) year preceding to the date of the most recently-issued invoice is automatically waived. For the avoidance of doubt, the Utility/Maintenance Costs shall not include reconstruction of, or repairs to, the Monument Sign resulting from the destruction of, or damage to, the Monument Sign by any third party which exceeds One Thousand Dollars (\$1,000.00), or was otherwise beyond the reasonable control of any Party (e.g., natural disaster). Except for the routine maintenance obligation set forth above, D&D shall not be required to repair or replace the Monument Sign, unless the damage or destruction of the Monument Sign is caused by D&D.

8. **Allocation of Costs.** All costs incurred in connection with the construction of the Monument Sign and the preparation of this Agreement (collectively, the "Allocated Costs"), shall be divided amongst the Owners pursuant to the following allocation:

<u>Property</u>	<u>Allocation</u>
North Gate Property	33 1/3%
PAR Property	33 1/3%
D&D Property	33 1/3% ¹

¹ The Allocated Cost associated with the Owner of the D&D Property shall be capped at \$7,500.00, after the application of the NURA grant money received, if any. Thereafter, all such costs shall be divided equally amongst the Owners of the North Gate Property and PAR Property. For example: if total cost of Monument Sign is \$50,000, then after the application of the NURA grant of \$12,500, there remains a balance of \$37,500, NG would pay \$15,000, PAR would pay \$15,000 and D&D would pay \$7,500.

9. **Further Subdivisions.** In the event a Property is later subdivided, the applicable Allocated Costs for such Property shall be proportionately apportioned to such subdivided parcels on the basis of relative land area.

10. **Sign Panel Allocations.**

a. The sign panel allocations to each Owner are set forth in Exhibit A.

b. Sign panels placed by any Owner on the Monument Sign shall be fabricated and installed by a contractor subject to any and all state and local law applicable to such use. Each Owner shall pay for fabrication, installation, maintenance and replacement of its sign panel(s); *steel*
INITIAL PLACEMENT TO COVER ALL EXISTING TENANTS *HP*

c. D&D hereby grants and conveys to the other Parties a permanent easement ("Panel Easement"), which will be a perpetual non-exclusive easement on, over, under and across the Easement Parcel on the D&D Property, for the purpose of maintaining, replacing and installation of such applicable Owner's sign panels for the Monument Sign. Upon execution of this Agreement, all rights related to the existing sign easement are terminated and the Parties hereby agree to execute documents reasonably required to effect that termination. Unless D&D is required to repair or replace the Monument Sign as set forth in Section 7 above, upon removal or destruction of the Monument Sign, all Panel Easements shall automatically terminate and the Parties hereby agree to execute documents reasonably required to effect that termination, unless the Parties agree upon the terms for replacement of the Monument Sign.

11. **Enforcement.**

a. In the event of a default or threatened default of any of the provisions of this Agreement, any Owner shall have, in addition to any other right or remedy which may be available at law, in equity or otherwise, the right to enjoy such default or threatened default in any court of competent jurisdiction. Any Owner shall have the right to seek a temporary injunction against an alleged default at any time that circumstances justify such a request.

b. Any Owner contemplating any other enforcement action hereunder shall, at least 15 days prior to commencement of the action, notify the offending Owner or Owners, and all other Owners, of the breach and the Owner's contemplated action. The contemplated action shall only be commenced if action to cure the alleged default is not commenced within 15 days after the giving of such notice and diligently pursued thereafter to completion.

c. In no event shall any default of this Agreement entitle any Owner or other party to cancel, rescind or otherwise terminate any party's rights under this Agreement. In the event, any action or proceeding is brought by any Owner under this Agreement, the prevailing party shall be entitled to recover any and all costs and expenses incurred to enforce or establish its rights hereunder, including reasonable attorney fees and all other trial court and appellate costs.

12. **Miscellaneous.**

a. **No Public Dedication.** Nothing contained in this Agreement is intended as a gift or dedication of any portion of the Properties to the general public or for the use of the general public for any purpose whatsoever.

b. **Nature of Agreement.** This Agreement, and all easements, restrictions, and conditions contained herein (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of the Properties, shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, every person hereafter having any fee, leasehold, mortgage or other interest in a Property or any portion thereof; provided, however, that each Owner shall be obligated only for such obligations under this Agreement as may arise or continue during the period of such Owner's ownership of a Property. In the event of any transfer of a Property by an Owner, that Owner shall be entirely relieved of all liability as to that Property under any and all of the covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission occurring after the consummation of such transfer.

c. **Amendment.** This Agreement may only be amended by a writing executed by or on behalf of all of the then-Owners, and recorded in the real property records of Adams County, Colorado.

d. **Runs with Land.** The easements, restrictions, benefits and obligations hereunder shall create mutual covenants, benefits, and servitudes upon all portions of the Property, running with the land. The Agreement shall create privity of contract and estate with and among all Owners of all or any part of the Malley Heights Shopping Center, their respective heirs, representative, successors and assigns.

e. **No Waiver.** No waiver of any breach of this Agreement shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding violation of the same or any other provision of this Agreement.

f. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

g. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

h. **Headings.** The headings herein are inserted only for convenient reference, and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms or provisions hereof.

i. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

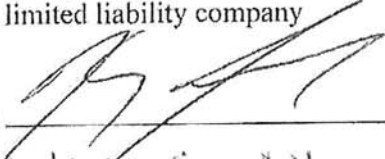
j. **Notices.** All notices under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered or sent by certified United States Mail, postage prepaid, or by prepaid expedited courier services, with proof of delivery or attempted delivery, to the most current address(es) of the intended recipient as known to the party giving such notice.

[SIGNATURES FOLLOW IN THE NEXT PAGE]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first written above.

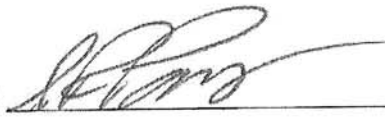
North Gate:

North Gate Shopping Center, LLC
a Colorado limited liability company

By: 
Name: Kyle Speidell
Its: Co-CEO

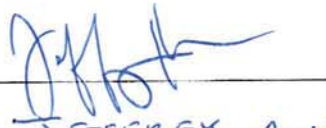
PAR:

PAR Acquisitions, LLC,
a Colorado limited liability company

By: 
Name: STEVE PARRY
Its: PROXNER

D&D:

D & D Company Properties, LLC,
a California limited liability company

By: 
Name: JEFFREY A. HILL
Its: MANAGER

UK

AP

DEBORAH JEANNOUOT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994031139
MY COMMISSION EXPIRES JAN. 08, 2020

STATE OF COLORADO)

) ss:

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Kyle Spidell, as Co-CEO on behalf North Gate Shopping Center, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 1/8/20

Deborah Jeannouot
Notary Public

STATE OF COLORADO)

) ss:

COUNTY OF Windsor)

The foregoing instrument was acknowledged before me this 10th day of August, 2017, by STEVE PARRY, as PARTNER on behalf PAR Acquisitions, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 4 Dec 2017

NORMAN K. SOLOMON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014036986
MY COMMISSION EXPIRES DECEMBER 4, 2017

Norman K. Solomon
Notary Public

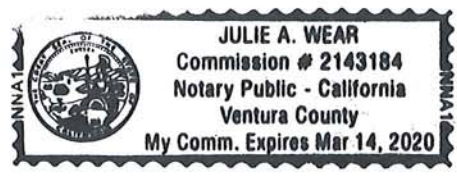
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, of validity of that document.

State of California)
) ss.
County of Ventura)

On 8/16/17, before me Julie A. Wear, Notary Public, personally appeared Jeffrey A. Hill, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature Julie A. Wear

EXHIBIT A

Monument Sign Detail, Sign Panel Allocation

NORTHGATE <i>Shopping Center</i>	
D&D	NG
PAR	PAR
PAR	NG
PAR	NG
PAR	NG
PAR	NG
PAR	NG

EXHIBIT B

Easement Parcels

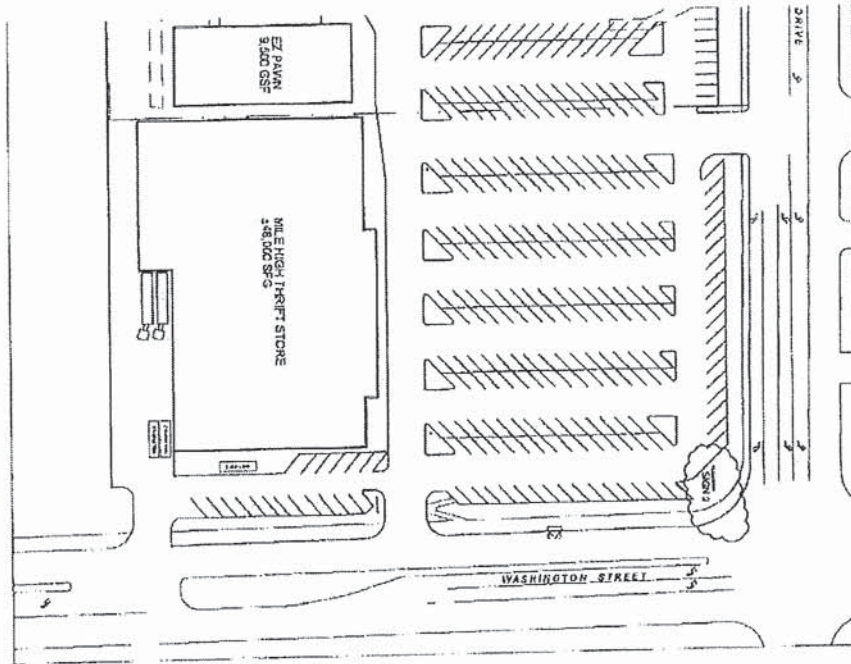
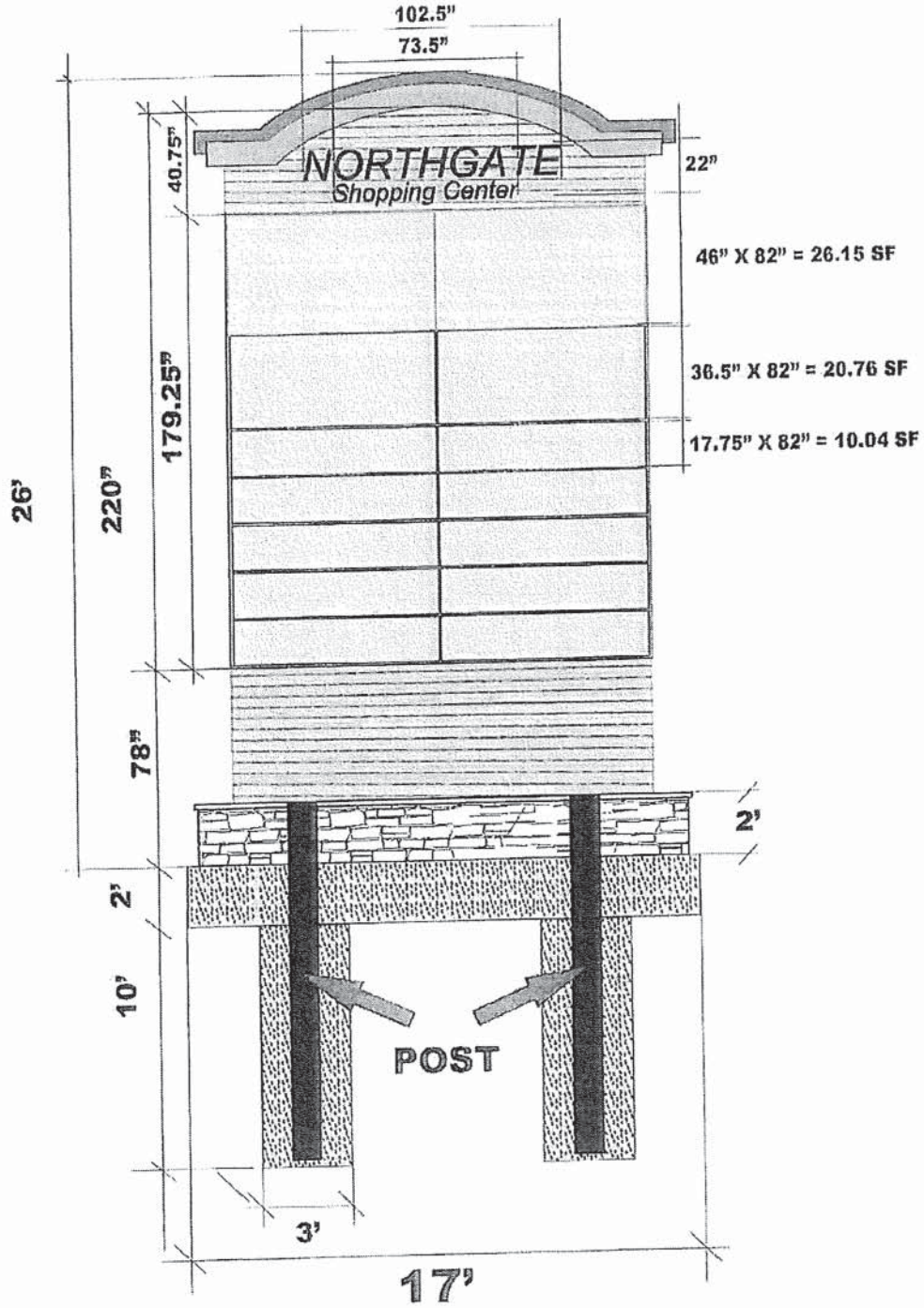


EXHIBIT C

Plans for Monument Sign



C-1

SHARED SIGNAGE USE AND MAINTENANCE AGREEMENT

This Shared Signage Use and Maintenance Agreement (this “**Agreement**”) is made and effective as of August 7th, 2017, by and among North Gate Shopping Center, LLC, a Colorado limited liability company (“**North Gate**”), PAR Acquisitions, LLC, a Colorado limited liability company (“**PAR**”), and D & D Company Properties, LLC, a California limited liability company (“**D&D**”). North Gate, PAR, and D&D may be individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, North Gate is the owner of that certain real property located in the City of Northglenn, Colorado (the “**City**”), more particularly described as SUB:WEBSTER LAKE RESUBD OF BLK 1 FIRST FILING AMENDED REPLAT NO 1 LOT:1 and with a parcel identification number of 0171903409022 (the “**North Gate Property**”);

WHEREAS, PAR is the owner of that certain real property commonly known as 530 Malley Drive, Northglenn, CO located in the City, more particularly described as SUB:WEBSTER LAKE 1ST FIL AMND RESUB BLOCK 1 LOT:2 and with a parcel identification number of 0171903409019 (the “**PAR Property**”);

WHEREAS, D&D is the owner of that certain real property commonly known as 650 Malley Drive, Northglenn, CO located in the City, more particularly described as SUB:WEBSTER LAKE FIRST FILING AMENDED DESC: PT BLK 1 AND PT TRACT B DESC AS BEG AT NE COR BLK 1 TH SLY 528/41 FT TO S LN SD BLK TH WLY 350 FT TH NLY 528/30 FT TO N LN SD BLK TH ELY 339/66 FT TO POB AND EXC RD 4/0347A and with a parcel identification number of 0171903409020 (the “**D&D Property**”); and

WHEREAS, the Parties desire to establish appropriate easements and covenants for the construction and maintenance of a monument sign (described further below) as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Definitions**. Unless otherwise indicated, capitalized terms used in this Agreement have the meanings set forth below:

a. “**Owner**” (and, collectively, the “**Owners**”) shall mean each person or entity which owns fee simple title to a Property.

JP

b. "Monument Sign" shall mean a freestanding structure located on the D & D Property containing multiple sign panels as further described (including such allocations to Owner of the applicable Property) on Exhibit A attached hereto as shown in the approximate location on Exhibit B.

c. "Property" shall mean each of the North Gate Property, PAR Property, and the D&D Property, including any subdivisions thereof created by any subsequent replat.

2. **Construction of Monument Sign.** The Owner of the North Gate Property shall oversee the construction of the Monument Sign, including: (i) procurement of one or more contractor bids; (ii) selection of such contractor(s); (iii) oversight of construction; (iv) removal of the existing monument sign; and (v) finalization of construction. North Gate shall use commercially reasonable efforts to construct the Monument Sign and remove the existing monument sign; provided, however, North Gate shall not be responsible to indemnify the other Owners for the acts or omissions of the selected contractor(s) made in connection with the construction of the Monument Sign.

3. **Business Improvement Grant.** The Owners shall apply for the Northglenn Urban Renewal Authority (NURA) business incentive grant that offers matching funds to commercial businesses in the NURA boundary areas within Northglenn. The program is intended to improve the appearance of individual buildings and property lots, as well as the overall look of the City. Any grant contributions shall be divided amongst the Owners pursuant to percentage shares set forth below for Allocated Costs.

4. **Grant of Temporary Easement.** D&D hereby grants and conveys to North Gate temporary easements ("Temporary Easements"), which will be non-exclusive easements on, over, under and across the D&D Property as reasonably necessary to provide for the construction and utility service to the Monument Sign in the approximate location set forth in Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Parcel"), for the purpose of using the Easement Parcels for installation of the Monument Sign. The Temporary Easement shall be for the benefit of all the Owners.

5. **Construction of Monument Sign/Termination of Temporary Easement.** North Gate shall complete the Monument Sign in accordance with the plan set forth in Exhibit C and any and all governmental rules, regulations, laws or ordinances and in accordance with the plans and specifications as approved by Northglenn. All costs to complete the Monument Sign, including, but not limited to, any construction permit fees, shall be Allocated Costs to be paid by the Owners as set forth in Section 8. North Gate's rights and obligations provided herein shall continue in full force and effect until final completion of the applicable Monument Sign. Upon such completion, the Temporary Easement granted hereby shall terminate and be of no further force and effect, and the Easement Parcel shall be restored to a neat condition.

6. **Mechanics' Liens and Other Claims.** Nothing contained herein shall authorize North Gate, or any person or entity acting through, with, or on behalf of North Gate, to subject any

portion of the D&D Property to mechanics' liens. North Gate and PAR, jointly and severally, agree to indemnify and hold D&D harmless from any claim, loss, damage or expense arising out of the filing of any mechanics' liens on the D&D Property in connection with or from North Gate's completion of the Monument Sign; provided that D&D has fully paid its portion of the Allocated Costs.

7. **Utility/Maintenance Costs.** The electricity and routine maintenance costs incurred in connection with the operation and upkeep of the Monument Sign (the "Utility/Maintenance Costs") shall be borne first by the Owner of the D&D Property, but reimbursed in arrears, and in equal parts, by the Owners of the North Gate Property and PAR Property. The Owner of the D&D Property shall issue invoices to the Owners of the North Gate Property and PAR Property (split equally) for reimbursement of Utility/Maintenance Costs for up to one (1) year immediately preceding the date of such invoice. Reimbursement of the Utility/Maintenance Costs incurred more than one (1) year preceding to the date of the most recently-issued invoice is automatically waived. For the avoidance of doubt, the Utility/Maintenance Costs shall not include reconstruction of, or repairs to, the Monument Sign resulting from the destruction of, or damage to, the Monument Sign by any third party which exceeds One Thousand Dollars (\$1,000.00), or was otherwise beyond the reasonable control of any Party (e.g., natural disaster). Except for the routine maintenance obligation set forth above, D&D shall not be required to repair or replace the Monument Sign, unless the damage or destruction of the Monument Sign is caused by D&D.

8. **Allocation of Costs.** All costs incurred in connection with the construction of the Monument Sign and the preparation of this Agreement (collectively, the "Allocated Costs"), shall be divided amongst the Owners pursuant to the following allocation:

<u>Property</u>	<u>Allocation</u>
North Gate Property	33 1/3%
PAR Property	33 1/3%
D&D Property	33 1/3% ¹

¹ The Allocated Cost associated with the Owner of the D&D Property shall be capped at \$7,500.00, after the application of the NURA grant money received, if any. Thereafter, all such costs shall be divided equally amongst the Owners of the North Gate Property and PAR Property. For example: if total cost of Monument Sign is \$50,000, then after the application of the NURA grant of \$12,500, there remains a balance of \$37,500, NG would pay \$15,000, PAR would pay \$15,000 and D&D would pay \$7,500.

9. Further Subdivisions. In the event a Property is later subdivided, the applicable Allocated Costs for such Property shall be proportionately apportioned to such subdivided parcels on the basis of relative land area.

10. Sign Panel Allocations.

a. The sign panel allocations to each Owner are set forth in Exhibit A.

b. Sign panels placed by any Owner on the Monument Sign shall be fabricated and installed by a contractor subject to any and all state and local law applicable to such use. Each Owner shall pay for fabrication, installation, maintenance and replacement of its sign panel(s), *steel*
INITIAL PLACEMENT TO COVER ALL EXISTING TENANTS *HP*

c. D&D hereby grants and conveys to the other Parties a permanent easement ("Panel Easement"), which will be a perpetual non-exclusive easement on, over, under and across the Easement Parcel on the D&D Property, for the purpose of maintaining, replacing and installation of such applicable Owner's sign panels for the Monument Sign. Upon execution of this Agreement, all rights related to the existing sign easement are terminated and the Parties hereby agree to execute documents reasonably required to effect that termination. Unless D&D is required to repair or replace the Monument Sign as set forth in Section 7 above, upon removal or destruction of the Monument Sign, all Panel Easements shall automatically terminate and the Parties hereby agree to execute documents reasonably required to effect that termination, unless the Parties agree upon the terms for replacement of the Monument Sign.

11. Enforcement.

a. In the event of a default or threatened default of any of the provisions of this Agreement, any Owner shall have, in addition to any other right or remedy which may be available at law, in equity or otherwise, the right to enjoy such default or threatened default in any court of competent jurisdiction. Any Owner shall have the right to seek a temporary injunction against an alleged default at any time that circumstances justify such a request.

b. Any Owner contemplating any other enforcement action hereunder shall, at least 15 days prior to commencement of the action, notify the offending Owner or Owners, and all other Owners, of the breach and the Owner's contemplated action. The contemplated action shall only be commenced if action to cure the alleged default is not commenced within 15 days after the giving of such notice and diligently pursued thereafter to completion.

c. In no event shall any default of this Agreement entitle any Owner or other party to cancel, rescind or otherwise terminate any party's rights under this Agreement. In the event, any action or proceeding is brought by any Owner under this Agreement, the prevailing party shall be entitled to recover any and all costs and expenses incurred to enforce or establish its rights hereunder, including reasonable attorney fees and all other trial court and appellate costs.

12. **Miscellaneous.**

a. **No Public Dedication.** Nothing contained in this Agreement is intended as a gift or dedication of any portion of the Properties to the general public or for the use of the general public for any purpose whatsoever.

b. **Nature of Agreement.** This Agreement, and all easements, restrictions, and conditions contained herein (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of the Properties, shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, every person hereafter having any fee, leasehold, mortgage or other interest in a Property or any portion thereof; provided, however, that each Owner shall be obligated only for such obligations under this Agreement as may arise or continue during the period of such Owner's ownership of a Property. In the event of any transfer of a Property by an Owner, that Owner shall be entirely relieved of all liability as to that Property under any and all of the covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission occurring after the consummation of such transfer.

c. **Amendment.** This Agreement may only be amended by a writing executed by or on behalf of all of the then-Owners, and recorded in the real property records of Adams County, Colorado.

d. **Runs with Land.** The easements, restrictions, benefits and obligations hereunder shall create mutual covenants, benefits, and servitudes upon all portions of the Property, running with the land. The Agreement shall create privity of contract and estate with and among all Owners of all or any part of the Malley Heights Shopping Center, their respective heirs, representative, successors and assigns.

e. **No Waiver.** No waiver of any breach of this Agreement shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding violation of the same or any other provision of this Agreement.

f. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

g. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

h. **Headings.** The headings herein are inserted only for convenient reference, and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms or provisions hereof.



i. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

j. Notices. All notices under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered or sent by certified United States Mail, postage prepaid, or by prepaid expedited courier services, with proof of delivery or attempted delivery, to the most current address(es) of the intended recipient as known to the party giving such notice.

[SIGNATURES FOLLOW IN THE NEXT PAGE]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first written above.

North Gate:

North Gate Shopping Center, LLC
a Colorado limited liability company

By: [Signature]
Name: Kyle Spickell
Its: Co-CEO

PAR:

PAR Acquisitions, LLC,
a Colorado limited liability company

By: [Signature]
Name: STEVE PARRY
Its: MANAGER

D&D:

D & D Company Properties, LLC,
a California limited liability company

By: [Signature]
Name: JEFFREY A. HILL
Its: MANAGER

UW

AP

DEBORAH JEACCOUFFOT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994031139
MY COMMISSION EXPIRES JAN. 08, 2020

STATE OF COLORADO)

) ss:

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Kyle Spencell, as Co-CEO on behalf North Gate Shopping Center, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 1/8/20

Deborah Jeacouffot
Notary Public

STATE OF COLORADO)

) ss:

COUNTY OF prophane)

The foregoing instrument was acknowledged before me this 10th day of August, 2017, by STEVE PARRY, as PARTNER on behalf PAR Acquisitions, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 4 Dec 2017

NORMAN K. SOLOMON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014036986
MY COMMISSION EXPIRES DECEMBER 4, 2017

Norman K. Solomon
Notary Public

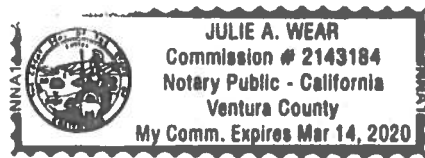
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, of validity of that document.

State of California)
) ss.
County of Ventura)

On 8/16/17, before me Julie A. Wear, Notary Public, personally appeared Jeffrey A. Hill, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature Julie A. Wear

mt. 1

EXHIBIT A

Monument Sign Detail, Sign Panel Allocation

NORTHGATE
Shopping Center

D&D	NG
PAR	PAR
PAR	NG
PAR	NG
PAR	NG
PAR	NG
PAR	NG

EXHIBIT B

Easement Parcels

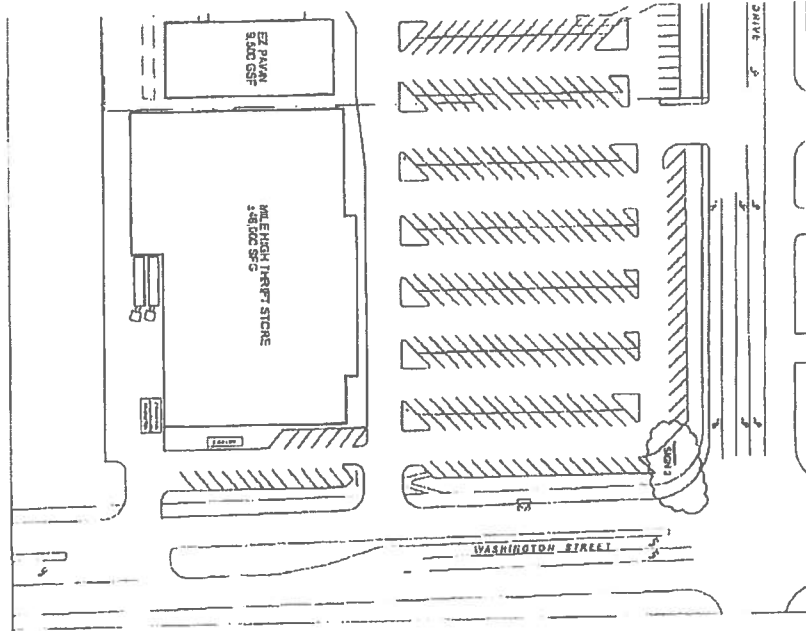
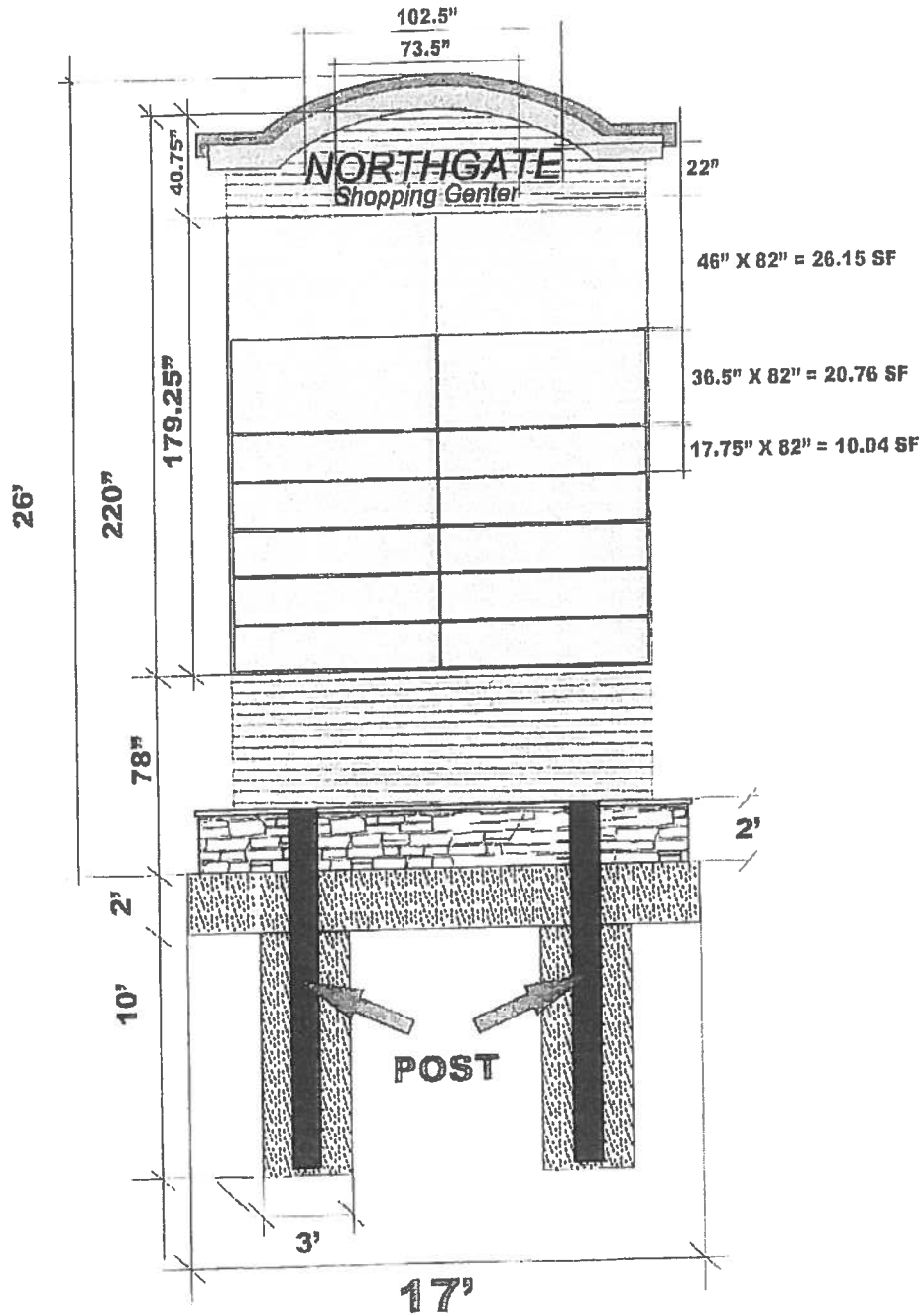


EXHIBIT C

Plans for Monument Sign



SHARED SIGNAGE USE AND MAINTENANCE AGREEMENT

This Shared Signage Use and Maintenance Agreement (this "**Agreement**") is made and effective as of August 7th, 2017, by and among North Gate Shopping Center, LLC, a Colorado limited liability company ("**North Gate**"), Quan Lawrence and Wu Han Wen, individuals (collectively, "**Lawrence-Wen**"), and PAR Acquisitions, LLC, a Colorado limited liability company ("**PAR**"). North Gate, Lawrence-Wen, and PAR may be individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, North Gate is the owner of that certain real property located in the City of Northglenn, Colorado (the "**City**"), more particularly described as SUB:WEBSTER LAKE RESUBD OF BLK 1 FIRST FILING AMENDED REPLAT NO 1 LOT:1 and with a parcel identification number of 0171903409022 (the "**North Gate Property**");

WHEREAS, Lawrence-Wen is the owner of that certain real property commonly known as 640 Malley Drive, Northglenn, CO located in the City, more particularly described as SUB:WEBSTER LAKE RESUBD OF BLK 1 FIRST FILING AMENDED REPLAT NO 1 LOT:2 and with a parcel identification number of 0171903409021 (the "**Lawrence-Wen Property**");

WHEREAS, PAR is the owner of that certain real property commonly known as 530 Malley Drive, Northglenn, CO located in the City, more particularly described as SUB:WEBSTER LAKE 1ST FIL AMND RESUB BLOCK 1 LOT:2 and with a parcel identification number of 0171903409019 (the "**PAR Property**"); and

WHEREAS, the Parties desire to establish appropriate easements and covenants for the construction and maintenance of a monument sign (described further below) as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Definitions.** Unless otherwise indicated, capitalized terms used in this Agreement have the meanings set forth below:

a. "**Owner**" (and, collectively, the "**Owners**") shall mean each person or entity which owns fee simple title to a Property.

b. "**Monument Sign**" shall mean a freestanding structure located on the Lawrence-Wen Property containing multiple sign panels as further described (including such allocations to

Owner of the applicable Property) on Exhibit A attached hereto as shown in the approximate location on Exhibit B.

c. "Property" shall mean each of the North Gate Property, the Lawrence-Wen Property, and the PAR Property, including any subdivisions thereof created by any subsequent replat.

2. **Construction of Monument Sign.** The Owner of the North Gate Property shall oversee the construction of the Monument Sign, including: (i) procurement of one or more contractor bids; (ii) selection of such contractor(s); (iii) oversight of construction; and (iv) finalization of construction. North Gate shall use commercially reasonable efforts to construct the Monument Sign; provided, however, North Gate shall not be responsible for the acts of omissions of the selected contractor(s) made in connection with the construction of the Monument Sign.

3. **Business Improvement Grant.** The Owners shall apply for the Northglenn Urban Renewal Authority (NURA) business incentive grant that offers matching funds to commercial businesses in the NURA boundary areas within Northglenn. The program is intended to improve the appearance of individual buildings and property lots, as well as the overall look of the City. Any grant contributions shall be divided amongst the Owners pursuant to percentage shares set forth below for Allocated Costs.

4. **Grant of Temporary Easement.** Lawrence-Wen hereby grants and conveys to North Gate temporary easements ("Temporary Easements"), which will be non-exclusive easements on, over, under and across the Lawrence-Wen Property as reasonably necessary to provide for the construction and utility service to the Monument Sign in the approximate location set forth in Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Parcel"), for the purpose of using the Easement Parcel for installation of the Monument Sign. The Temporary Easement shall be for the benefit of all the Owners.

5. **Construction of Monument Sign/Termination of Temporary Easement.** North Gate shall complete the Monument Sign in accordance with the plan set forth in Exhibit C and any and all governmental rules, regulations, laws or ordinances and in accordance with the plans and specifications as approved by Northglenn. All costs to complete the Monument Sign, including, but not limited to, any construction permit fees, shall be Allocated Costs to be paid by the Owners as set forth in Section 9. North Gate's rights and obligations provided herein shall continue in full force and effect until final completion of the applicable Monument Sign. Upon such completion, the Temporary Easements granted hereby shall terminate and be of no further force and effect, restored to a neat condition.

6. **Mechanics' Liens and Other Claims.** Nothing contained herein shall authorize North Gate, or any person or entity acting through, with, or on behalf of North Gate, to subject any portion of the Lawrence-Wen Property to mechanics' liens. North Gate and PAR, jointly and severally, agree to indemnify and hold Lawrence-Wen harmless from any claim, loss, damage or

expense arising out of the filing of any mechanics' liens on the Lawrence-Wen Property in connection with or from North Gate's completion of the Monument Sign.

7. **Utility/Maintenance Costs.** The electricity and routine maintenance costs incurred in connection with the operation and upkeep of the Monument Sign (the "Utility/Maintenance Costs") shall be borne first by the Owner of the Lawrence-Wen Property, but reimbursed in arrears, and in equal parts, by the Owners of the North Gate Property and PAR Property. The Owner of the Lawrence-Wen Property shall issue invoices to the Owners of the North Gate Property and PAR Property (split equally) for reimbursement of Utility/Maintenance Costs for up to one (1) year immediately preceding the date of such invoice. Reimbursement of the Utility/Maintenance Costs incurred more than one (1) year preceding to the date of the most recently-issued invoice is automatically waived. For the avoidance of doubt, the Utility/Maintenance Costs shall not include reconstruction of, or repairs to, the Monument Sign resulting from the destruction of, or damage to, the Monument Sign by any third party which exceeds One Thousand Dollars (\$1,000.00), or was otherwise beyond the reasonable control of any Party (e.g., natural disaster).

8. **Allocation of Costs.** All costs incurred in connection with the construction of the Monument Sign and the preparation of this Agreement (collectively, the "Allocated Costs"), shall be divided amongst the Owners pursuant to the following allocation:

<u>Property</u>	<u>Allocation</u>
North Gate Property	50%
PAR Property	50%
Lawrence-Wen Property	0%

9. **Further Subdivisions.** In the event a Property is later subdivided, the applicable Allocated Costs for such Property shall be proportionately apportioned to such subdivided parcels on the basis of relative land area.

10. **Sign Panel Allocations.**

a. The sign panel allocations to each Owner are set forth in Exhibit A.

b. Sign panels placed by any Owner on the Monument Sign shall be fabricated and installed by a contractor subject to any and all state and local law applicable to such use. Each Owner shall pay for fabrication, installation, maintenance and replacement of its sign panel(s).

c. Lawrence-Wen hereby grants and conveys to the other Parties a permanent easement ("Panel Easement"), which will be a perpetual non-exclusive easement on, over, under

and across the Easement Parcel on the Lawrence-Wen Property, for the purpose of maintaining, replacing and installation of such applicable Owner's sign panels for the Monument Sign.

11. **Enforcement.**

a. In the event of a default or threatened default of any of the provisions of this Agreement, any Owner shall have, in addition to any other right or remedy which may be available at law, in equity or otherwise, the right to enjoy such default or threatened default in any court of competent jurisdiction. Any Owner shall have the right to seek a temporary injunction against an alleged default at any time that circumstances justify such a request.

b. Any Owner contemplating any other enforcement action hereunder shall, at least 15 days prior to commencement of the action, notify the offending Owner or Owners, and all other Owners, of the breach and the Owner's contemplated action. The contemplated action shall only be commenced if action to cure the alleged default is not commenced within 15 days after the giving of such notice and diligently pursued thereafter to completion.

c. In no event shall any default of this Agreement entitle any Owner or other party to cancel, rescind or otherwise terminate any party's rights under this Agreement. In the event, any action or proceeding is brought by any Owner under this Agreement, the prevailing party shall be entitled to recover any and all costs and expenses incurred to enforce or establish its rights hereunder, including reasonable attorney fees and all other trial court and appellate costs.

12. **Miscellaneous.**

a. **No Public Dedication.** Nothing contained in this Agreement is intended as a gift or dedication of any portion of the Properties to the general public or for the use of the general public for any purpose whatsoever.

b. **Nature of Agreement.** This Agreement, and all easements, restrictions, and conditions contained herein (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of the Properties, shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, every person hereafter having any fee, leasehold, mortgage or other interest in a Property or any portion thereof; provided, however, that each Owner shall be obligated only for such obligations under this Agreement as may arise or continue during the period of such Owner's ownership of a Property. In the event of any transfer of a Property by an Owner, that Owner shall be entirely relieved of all liability as to that Property under any and all of the covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission occurring after the consummation of such transfer.

c. **Amendment.** This Agreement may only be amended by a writing executed by or on behalf of all of the then-Owners, and recorded in the real property records of Adams County, Colorado.

d. **Runs with Land.** The easements, restrictions, benefits and obligations hereunder shall create mutual covenants, benefits, and servitudes upon all portions of the Property, running with the land. The Agreement shall create privity of contract and estate with and among all Owners of all or any part of the Malley Heights Shopping Center, their respective heirs, representative, successors and assigns.

e. **No Waiver.** No waiver of any breach of this Agreement shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding violation of the same or any other provision of this Agreement.

f. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

g. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

h. **Headings.** The headings herein are inserted only for convenient reference, and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms or provisions hereof.

i. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

j. **Notices.** All notices under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered or sent by certified United States Mail, postage prepaid, or by prepaid expedited courier services, with proof of delivery or attempted delivery, to the most current address(es) of the intended recipient as known to the party giving such notice.

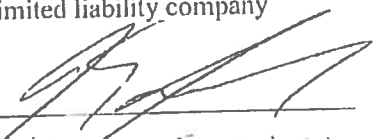
[SIGNATURES FOLLOW IN THE NEXT PAGE]




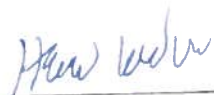
IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first written above.

North Gate:

North Gate Shopping Center, LLC
a Colorado limited liability company


By: 
Name: Kyle Spide
Its: CO-CEO

Lawrence-Wen:

By: 
Quan Lawrence, an individual
By: 
Wu Han Wen, an individual

PAR:

PAR Acquisitions, LLC,
a Colorado limited liability company

By: 
Name: STEVE PARRY
Its: PARTNER

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Kyle Spickell, as Co-CEO on behalf North Gate Shopping Center, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 1/8/20

DEBORAH JEANNOUTOT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 10994031139
MY COMMISSION EXPIRES JAN. 08, 2020

Deborah Jeannoutot
Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 25 day of August, 2017, by Quan Lawrence, an individual.

WITNESS my hand and official seal.

My Commission Expires: 0/11/21

Megan Auen
Notary Public

MEGAN AUEN
Notary Public
State of Colorado
Notary ID # 20174033932
My Commission Expires 08-11-2021

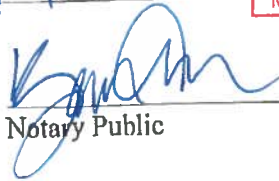
STATE OF COLORADO)
) ss:
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 25 day of August, 2017, by Wu Han Wen, an individual.

WITNESS my hand and official seal.

My Commission Expires: 8/11/21

MEGAN AUEN
Notary Public
State of Colorado
Notary ID # 20174033932
My Commission Expires 08-11-2021



Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 10th day of August, 2017, by STEVE PARRY, as Partner on behalf PAR Acquisitions, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 4 Dec 2017

NORMAN K. SOLOMON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014036966
MY COMMISSION EXPIRES DECEMBER 4, 2017



Notary Public

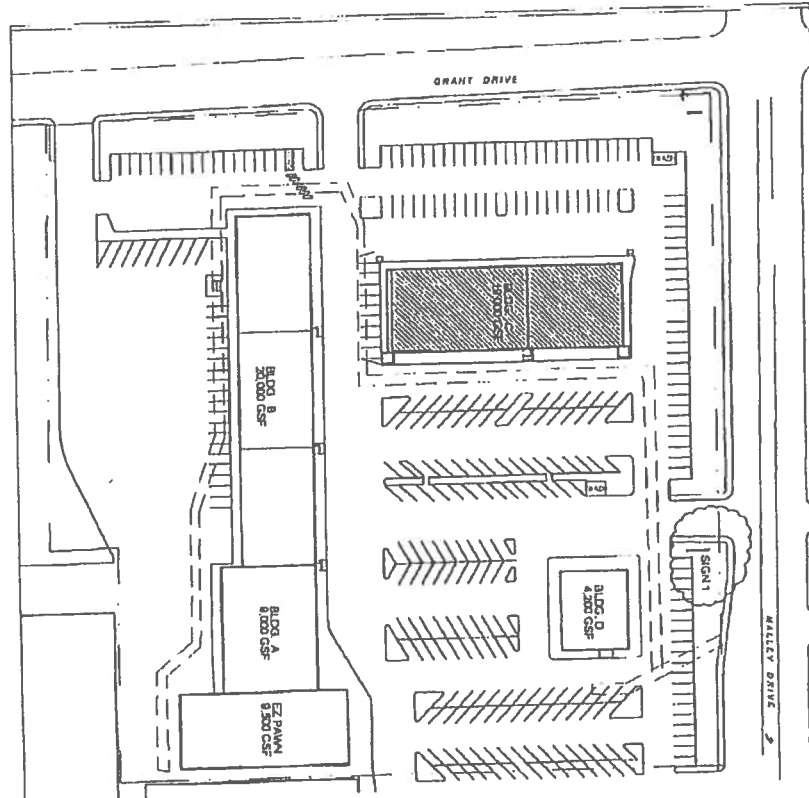
EXHIBIT A

Monument Sign Detail, Sign Panel Allocation

NORTHGATE Shopping Center	
PAR	NG
PAR	LAWRENCE - WEN
PAR	NG
PAR	NG
PAR	NG
PAR	NG
PAR	NG

EXHIBIT B

Easement Parcel



R

EXHIBIT C

Plans for Monument Sign

