

**ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT
GASTAMO GROUP, LLC**

THIS ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT (this “Agreement”) is made and entered into this ___ day of _____, 2026 (the “Effective Date”), by and between **Gastamo Group, LLC**, a Colorado limited liability company, 855 Wyandot St., Suite 101, Denver, CO 80204 (“Gastamo”) and the **City of Littleton**, a municipal corporation within the State of Colorado (the “City”). Gastamo and the City are collectively referred to as the “Parties.”

RECITALS

WHEREAS in 2019, the City adopted Envision Littleton, a comprehensive planning document, which includes the guiding principles of authenticity, connectivity and activity;

WHEREAS in accordance with Resolution 84-2024, adopted by the City Council of the City of Littleton (“City Council”), the City enacted an Economic Partnership Incentive Policy (“Policy”), which authorizes the City, on a case-by-case basis, to provide an incentive package or to enter into a public/private partnership if an incentive request strengthens the quality of life for the City’s citizens and fosters a long-term economically sustainable vision;

WHEREAS Gastamo is the contract purchaser of approximately 2.7 acres of land located at Mineral Avenue and Santa Fe Drive in Littleton, Colorado, as more particularly described on Exhibit A attached hereto (the “Property”), and intends to develop the Property into a farm-to-table restaurant, event space and recreational field (the “Project”);

WHEREAS the Project in Littleton is anticipated to generate significant revenue to the City through three primary sources: sales tax, property tax, and general revenues;

WHEREAS Gastamo has filed an application with the Littleton Economic Development Department under the Retail Development Incentive Program for consideration of a partial reimbursement of the City-collected portion of retail sales taxes generated within the Project (the “Sales Tax”);

WHEREAS Gastamo has demonstrated and addressed in detail how the proposal satisfies the application evaluation criteria as required by the Policy; and

WHEREAS City Council considered Gastamo’s application at the June 2, 2026, public meeting and has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City are consistent with the goals of Envision Littleton and will serve to provide benefits and will advance the public interest and welfare of the City and its citizens.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, the Parties agree as follows:

1. **Terms.** This Agreement shall be effective as of the date set forth above, and unless earlier terminated in accordance with this Agreement, shall terminate upon the earlier to occur of: (i) the date the last Rebated Tax payment is made, which shall occur five (5) years from the issuance of the first certificate of occupancy; (ii) or the date on which Gastamo receives Rebated Sales Tax equaling the net present value of the Maximum Amount, whichever comes first. Notwithstanding the foregoing, the license agreement set forth in Section 7 shall become terminable on the date that the City has retained cumulative Sales Tax revenues from the Project sufficient to equal the outstanding principal amount of the City Loan plus all accrued but unpaid interest thereon.

2. **Maximum Amount.**
 - a. *Maximum Amount.* The aggregate maximum amount of incentives available to Gastamo under this Agreement (the “Maximum Amount”) is Five Million Five Hundred Thousand Dollars and No/100 Dollars (\$5,500,000.00), inclusive of all Rebated Sales Tax, all Rebated Use Tax, the City Loan, and the Fee Waiver. For the avoidance of doubt, the Maximum Amount is a net present value amount, measured as of the Effective Date. Accordingly, the City Loan, the Fee Waiver, and the Rebated Use Tax shall be credited against the Maximum Amount at the dollar amount loaned, waived, or rebated, as applicable, and each quarterly payment of Rebated Sales Tax shall be credited against the Maximum Amount at its present value as of the Effective Date, determined using an annual discount rate of 5.28% with quarterly compounding. The maximum amount of Rebated Use Tax payable under this Agreement (the “Maximum Amount of Rebated Use Tax”) shall be equal to the actual amount of Use Tax paid by Gastamo, currently estimated at Four Hundred Thirty-Eight Thousand Twelve and No/100 Dollars (\$438,012.00). The maximum amount of Rebated Sales Tax payable under this Agreement (the “Maximum Amount of Rebated Sales Tax”) shall be the portion of the Maximum Amount remaining after subtracting the City Loan, the Fee Waiver, and the actual amount of Rebated Use Tax paid, with such remaining amount measured on a present value basis.

 - b. *Filing of Returns.* Any business within the Project shall file monthly returns with the Littleton Finance Department, in accordance with Title 3, Chapter 9 of the Littleton Municipal Code.

3. **Rebated Use Tax.**
 - a. *Formula.* Following Gastamo’s remittance of the estimated amount of use tax with application for building permits, the City shall rebate to Gastamo one hundred (100%) of the total amount of Use Tax paid. (“Rebated Use Tax”). The amount of the Rebated Use Tax shall include the three-fourths percent (\$0.0075) Capital Improvement Fund amount as described in Section 1-10-3(B) of the Littleton Municipal Code. Revenues generated from any increases or new use tax, approved by the City voters, shall not be shared with Gastamo and the City shall retain one hundred (100%) of such revenues.

- b. *Payment of Rebated Use Tax.* The City shall cause Gastamo's share of the Rebated Use Tax to be disbursed within forty-five (45) days of receipt of the payment of Use Tax to the City.

4. **Rebated Sales Tax.**

- a. *Formula.* On a quarterly basis following commencement of taxable sales within the Project, and after full reporting, filing in accordance with subsection 2(b) above, and payment of Sales Tax to the City, the City shall rebate to Gastamo one hundred percent (100%) of the total quarterly amount of Sales Tax collected from each business in the Project ("Rebated Sales Tax", and together with the Rebated Use Tax, the "Rebated Tax"). The amount of the Rebated Sales Tax shall include the three-fourths percent (\$0.0075) Capital Improvement Fund amount as described in Section 1-10-3(B) of the Littleton Municipal Code. Revenues generated from any increases or new sales tax, approved by the City voters, shall not be shared with Gastamo and the City shall retain one hundred percent (100%) of such revenues. Rebated Sales Tax shall be paid until the net present value, as of the Effective Date and calculated in accordance with subsection 2(a), of the aggregate Rebated Sales Tax paid, together with all Rebated Use Tax paid, the City Loan, and the Fee Waiver, equals the Maximum Amount. For the avoidance of doubt, the nominal aggregate amount of Rebated Sales Tax actually disbursed over time may exceed the Maximum Amount of Rebated Sales Tax because future quarterly payments are discounted to present value solely for purposes of determining when the Maximum Amount has been satisfied. Gastamo shall not be entitled to any further Rebated Sales Tax once the Maximum Amount has been satisfied on that basis.
- b. *Payment of Rebated Sales Tax.* The City shall cause Gastamo's share of the Rebated Sales Tax to be disbursed within forty-five (45) days of receipt of the payment of Sales Tax to the City on each quarter end (March 31st, June 30th, September 30th, December 31st). In the event that Gastamo, in good faith, disputes the amount of the Rebated Sales Tax, Gastamo shall deliver a written notice of the dispute to the Littleton Finance Director within seven (7) days of receipt of the Rebated Sales Tax. The Parties shall resolve the dispute expeditiously and in good faith. If upon resolution, the Rebated Sales Tax payment is found to be in error, the City shall promptly credit Gastamo for the disputed amount.
- c. *Reporting of Rebated Sales Tax.* The City shall provide a summary report to Gastamo, on a quarterly basis, of (i) the amount of the Sales Tax collected within the Property, (ii) the amount of Rebated Sales Tax payable to Gastamo for the applicable quarter, and (iii) the present value amount credited against the Maximum Amount on account of such quarterly payment, calculated in accordance with subsection 2(a). The City must receive written consent from each business within the Property prior to any release of information.
- d. *Term of Rebated Sales Tax.* After the Maximum Amount of Rebated Sales Tax has been satisfied on a present value basis in accordance with subsection 2(a), or this Agreement has terminated, whichever comes first, the City shall retain one hundred

percent (100%) of all Sales Tax generated by the Project, and no further Rebated Sales Tax shall be payable to Gastamo.

5. **City Loan.**

- a. *Amount; Purpose.* The City shall provide to Gastamo a Loan of funds in the amount of Two Million Dollars and No/100 Dollars (\$2,000,000.00) (the “City Loan”) for the sole purpose of financing the construction and installation of the Public Improvements contemplated as part of the Project, as more particularly listed on Exhibit B (the “Public Improvements”). The City Loan shall remain outstanding until the City Loan Expiration Date, which shall occur on the date described in subsection 7(b). Interest shall accrue on the outstanding principal amount of the City Loan at the annual rate set forth in subsection 2(a), compounding, from the date the City Loan is deposited pursuant to subsection 5(b) until the City Loan Expiration Date. Based on current projections, the Parties estimate that the City Loan Expiration Date will occur approximately seven (7) years after issuance of the first certificate of occupancy for the Project.
- b. *Disbursement.* The full amount of the City Loan shall be deposited into a separate account established for the Project within thirty (30) days after the execution of the License Agreement referenced in Section 6 of this Agreement. Gastamo may submit draw requests against the City Loan solely for the purpose of paying contractors and suppliers in connection with the Public Improvements (each, a “Draw Request”). The City shall approve and release Draw Requests in three equal installments upon verification of the following construction milestones: fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) completion of the Project. Each Draw Request shall be subject to verification of the applicable level of completion in accordance with the City’s customary review and approval procedures.
- c. *City Loan Expiration Date.* Subject to satisfaction of clauses (i) and (ii) below, the City Loan, together with all accrued but unpaid interest thereon, shall be deemed fully satisfied on the City Loan Expiration Date, provided that (i) the Public Improvements have been completed in accordance with City approvals and requirements; and (ii) Gastamo has delivered to the City invoices evidencing the costs incurred with the hiring of the consultants, architects, engineers, surveyors, and contractors or other documentation reasonably required by the City and in accordance with subsection d below (the “Invoices”).
- d. *Repayment Obligation.* If Gastamo fails to complete the Public Improvements by five (5) years from the Effective Date of this Agreement, then the outstanding principal amount of the City Loan, together with all accrued but unpaid interest thereon, shall become due and payable to the City.

- e. *Survival.* The terms of this Section shall survive the expiration or earlier termination of this Agreement.

6. **Community Benefits.**

- a. The Parties agree that part of the consideration to the City for entering into this Agreement is that the City will receive certain community benefits from the construction and operation of the Project, in addition to the Public Improvements and access thereto described in Exhibit B and in the License Agreement. The Community Benefits shall be made available to the City for the same term as the Rebated Sales Tax: five (5) years after the first issuance of certificate of occupancy for the Project. The goal of the Parties is to collaborate to develop a robust program of year round community events and public programming that will occur within the Property in order to realize the vision of creating a welcoming and active place for Littleton residents and visitors. While the exact nature and process for implementing programming on site is intended to be flexible, in order that the City may be assured that certain minimum Community Benefits will be available to it, a description of such minimum Community Benefits is set forth on Exhibit C. The Parties agree that, no later than 90 days prior to issuance of the Certificate of Occupancy, appropriate representatives of each Party will meet and confer to adopt reasonable written procedures for scheduling and staging community events within the Property consistent with subsection b below.
- b. *Administration; Measurement of Compliance.* The Community Benefits set forth in Exhibit C are minimum ongoing obligations of Gastamo during the Required Commitment Period. Compliance with any Community Benefit stated as a specified number of uses or events during a calendar month or calendar year will be measured by Gastamo making the applicable opportunity available in accordance with the written scheduling procedures, whether or not the City or an eligible nonprofit elects to use the opportunity. Gastamo may adopt and enforce reasonable written rules regarding reservations, lead times, hours of use, staffing, security, insurance, food and beverage service, maintenance, and safety, provided such rules are applied in a commercially reasonable and nondiscriminatory manner and do not materially impair the Community Benefits described in Exhibit C. Within thirty (30) days after the end of each calendar year during the Required Commitment Period, Gastamo shall deliver to the City a brief written summary describing compliance with the Community Benefits during the preceding calendar year. For purposes of Exhibit C, “nonprofit” means a bona fide nonprofit organization in good standing under applicable law.

7. **License Agreement.**

- a. *License Agreement.* Gastamo shall grant the City a non-exclusive license, for the benefit of the public, to access the Public Improvements described on Exhibit B (the “License Agreement”). The License Agreement shall be in a mutually agreed form consistent with this Agreement and this Section 6. The Parties shall negotiate in good faith and execute the License Agreement no later than sixty (60) days after the Effective Date.

- b. *License Agreement Expiration Date.* On the date that the City has retained cumulative Sales Tax revenues from the Project sufficient to equal the outstanding principal amount of the City Loan plus all accrued but unpaid interest thereon, the License Agreement may become terminable by either party (the “License Agreement Expiration Date”).
 - c. *Assignment and Transfer.* Gastamo shall have the right to assign, transfer, or encumber the License Agreement and the Public Improvements included therein at any time, without prior notice or consent to the City.
 - d. *Exclusive Use.* The License Agreement is tied specifically to the access and use of the Public Improvements identified on Exhibit B. For the avoidance of doubt, none of the buildings, the restaurant, the event barn, nor any private programming spaces or any other part of the Property or Project will be included in the License.
 - e. *Operations.* Gastamo or any affiliate or operator engaged by Gastamo shall retain full operational control over the Public Improvements subject to the License Agreement. For the avoidance of doubt, Gastamo reserves all rights of a private property owner except for the public access rights expressly granted in the License Agreement. The City is not granted any scheduling authority, maintenance rights or obligations, or approval rights over the Public Improvements, the Project, or the Property, except as may be expressly set forth in the License Agreement.
8. **Land Development Fee Waivers.**
- a. The City hereby waives the fees that would otherwise be payable by the Project for land development review costs, including building permit and plan review fees, in an amount currently estimated at Ninety Three Thousand Ninety-Six and No/100 Dollars (\$93,096.00). For the avoidance of doubt, the “Fee Waiver” includes only those permitting, development, and land use review fees that the City has legal authority to waive. These fee waivers shall be calculated and applied to the overall Maximum Amount.
9. **Obligations of Gastamo.**
- a. *Certificate of Occupancy.* Gastamo shall use commercially reasonable efforts to secure a certificate of occupancy for the Project no later than three (3) years after the Effective Date.
 - b. *Operation of Project.* The Parties agree that Rebated Tax payments are contingent upon (1) Gastamo using commercially reasonable efforts to develop the Project and achieve a certificate of occupancy within two (2) years after the Effective Date and (2) Gastamo using commercially reasonable efforts to operate the Project for a period of at least five (5) years following issuance of the first certificate of occupancy for the Project (the “Required Commitment Period”). Failure to satisfy this subsection shall not constitute a Gastamo Default, but Gastamo shall not be

entitled to any Rebated Tax that would otherwise accrue after the date of such failure.

- c. *Good Standing.* Gastamo shall, at all times during the Required Commitment Period, remain in good standing with the State of Colorado and remit to the State all required reports.

10. **Confidentiality.** To the extent permitted by law, the City shall maintain the confidentiality of the information contained in any documentation submitted to the City, including any Tax reports or returns, but shall be permitted to disclose such information and documents (i) in accordance with Section 3-9-1-7 of the Littleton Municipal Code and (ii) on a confidential basis to City employees and consultants, in its sole discretion, as it deems appropriate in order to monitor compliance and for auditing purposes.

11. **Records; Inspection.** Gastamo shall make, keep, maintain, and allow inspection and monitoring by the City of a complete file of all records, documents, communications, notes, and other written materials under its control and pertaining to the Tax for the Term of this Agreement. Gastamo shall maintain such records for a period of three (3) years following the expiration or earlier termination of this Agreement (the “Record Retention Period”). If any litigation, claim, or audit related to this Agreement starts before the expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and any final action taken. Any records kept or maintained during the Record Retention Period shall be available to the City for monitoring compliance and for auditing purposes.

12. **Events of Default; Remedies.**

- a. Each of the following shall constitute an event of default (“Gastamo Default”) by Gastamo under this Agreement:

- i. *Insolvency.* The dissolution or termination of Gastamo’s business existence, Gastamo’s insolvency, appointment of receiver for any part of the Project, any assignment of all or substantially all of the assets for Gastamo for the benefit of Gastamo’s creditors, any type of creditor workout for Gastamo, or the commencement of any proceeding under bankruptcy or insolvency laws by or against Gastamo.

- ii. *Other Defaults.* Failure of Gastamo to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, and Gastamo fails to cure such failure within thirty (30) days after written notice from the City regarding said default.

- b. If any Gastamo Default shall occur and Gastamo fails to cure such Gastamo Default under the applicable time period pursuant to the terms of this Agreement, the City may, by thirty (30) days’ prior written notice to Gastamo, elect to terminate City’s obligations hereunder, at the option of City, except for a Gastamo Default described in the “Insolvency” subsection above, in which case such termination of obligations

shall be automatic and not optional, in addition to seeking such other remedies as may be allowed under Colorado law.

- c. The following shall constitute an event of default by the City (“City Default”) under this Agreement:
 - i. Failure to pay the City Loan, or the Rebated Tax to Gastamo in accordance with the terms of this Agreement.
 - d. If any City Default shall occur and continue for thirty (30) days after written notice from Gastamo, or such longer period as may be reasonably necessary to cure so long as the City commences and diligently pursues such cure within such thirty (30)-day period, Gastamo may take any action permitted by law, in equity, or under this Agreement.
13. **Assignment.** This Agreement may not be assigned or delegated by Gastamo without the prior written consent of the City; provided that, upon written notice to the City, Gastamo may (i) assign or delegate its rights and obligations under this Agreement to an Affiliate of Gastamo that is under the control of, or common control with, Gastamo, or (ii) collaterally assign this Agreement to its lender. Except for a permitted assignment under clauses (i) or (ii), the right of Gastamo to receive the amounts set forth herein is personal to Gastamo and shall not benefit any successor in interest unless the City otherwise agrees in writing.

14. Miscellaneous Provisions.

- a. *Venue.* Venue for any action to enforce or interpret the terms of this Agreement shall be in the 18th Judicial District Court in Arapahoe County, Colorado.
- b. *Applicable Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
- c. *No Covenant with Land.* This Agreement does not run with the land and shall not be recorded against the Project.
- d. *Waiver.* No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party by giving written notice to the other Parties may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, and each and every covenant, agreement, term and condition of this Agreement not specifically referenced in a written waiver notice will continue in full force and effect with respect to any other then existing or subsequent breach.
- e. *Attorneys’ Fees.* In any proceeding brought to enforce the provisions of this Agreement, the court will award the prevailing Party therein reasonable attorneys’

fees, actual court costs and other expenses incurred. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

- f. *Dispute Resolution.* In the event of disagreement or conflict concerning this Agreement, and such disagreement or conflict cannot be resolved by the signatories hereto, Gastamo and City agree to submit such disagreement to mediation as a prerequisite to filing suit.
- g. *Counterparts.* This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- h. *Notice.* All notices required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses of the Parties herein set forth. A party may change its mailing address by giving written notice of such change of address to other party.

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| Notice to City: | City of Littleton City Manager 2255 West Berry Avenue Littleton, CO 80120 |
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| Notice to Gastamo: | Gastamo Group, LLC 855 Wyandot Street Suite 101 Denver, Colorado 80204 |
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- i. *No Automatic Further Approvals.* Execution of this Agreement by the City shall not be construed as a representation or warranty that Gastamo is entitled to any other approvals required by the City to commence and complete the Project.
- j. *Amendment or Modification.* This Agreement may only be amended or terminated by mutual consent in writing of Gastamo and the City, following any required approvals as required by the City, in its sole discretion.
- k. *Governmental Immunity.* Nothing in this Agreement is to be construed as a waiver of any limitations upon or immunity from suits against the City or its members, officials, agents or employees, as may be provided by law.
- l. *Further Assurances.* The Parties hereto agree to execute such documents, and take such action, as will be reasonably requested by the other Party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the terms herein contained and the intent hereof.
- m. *Severability.* If any provision, covenant, or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity will not

affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, or portions of this Agreement are declared to be severable.

- n. *Not a Multi-Year Fiscal Obligation.* This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Littleton, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. To the extent that the City's obligations under this Agreement may be deemed to constitute a multiple fiscal year financial obligation pursuant to Article X, Section 20 of the Colorado Constitution, the City's performance will be conditioned upon annual appropriation by the City Council.
- o. *Authority.* Each person signing this Agreement represents and warrants that such individual is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.
- p. *No leasehold or ownership interest.* Nothing in this creates any leasehold, ownership, easement, or other property interest in favor of the City, except as expressly provided in the separate License Agreement contemplated by this Agreement.
- q. *Operational Control.* Gastamo retains full operational, scheduling, and business control over the Project at all times. The City is not granted any scheduling authority, maintenance rights or obligations, or approval rights over the Project or the Property, except as may be expressly set forth in the License Agreement.
- r. *Force majeure.* Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, public health emergencies, government orders, regulatory or licensing changes, utility failures, labor disruptions, supply chain disruptions, or other force majeure events. Obligations resume once conditions allow.
- s. *Compliance with law.* All commitments herein are subject to applicable federal, state, and local laws, licensing requirements, insurance requirements, and permitting.
- t. *No partnership.* Nothing herein shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties.
- u. *Nonprofit defined.* For purposes of this outline, "nonprofit" means a bona fide 501(c)(3) organization in good standing under applicable law, located in or primarily serving the City of Littleton.

[signatures on following page]

DEVELOPER

GASTAMO GROUP, LLC,
a Colorado limited liability
company

By:

Name:

Title:

State of _____)

)ss.

County of _____)

1. The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of _____, a _____.

My commission
expires:

Notary Public

CITY

CITY OF LITTLETON,
a municipal corporation

Kyle Schlachter, Mayor

ATTEST:

Colleen L. Norton, City Clerk

APPROVED AS TO FORM

Reid Betzing, City Attorney

Exhibit A

Property Description

[To be provided]

Exhibit B

List of Public Improvements

Public Improvements

Community Turf Field

- Year-round public athletic field
- Supports youth sports and school programs
- Hosts markets, festivals, and seasonal events
- Maintained through private investment

Landscaping & Park

- 4.35 acres of accessible, publicly programmed green spaces
- Canopy trees providing shade, heat reduction, and wildlife habitat
- Open lawn areas designed for park-like infrastructure

Trails & Pedestrian Network

- Ada-compliant multi-use paths connecting the field, barn, trail system and open space
- Safe, well-lit walkways supporting evening and year-round use
- Pedestrian and bike connectivity to surrounding neighborhoods
- Public bike repair stations

Exhibit C - First Street Farms – Community Benefits

Executive Summary

First Street Farms is a restaurant, private park, event venue, and community destination — featuring beautiful public art alongside a curated private art collection. The Project is designed to anchor Littleton’s south end as a year-round gathering place for residents, families, and visitors.

This Exhibit C frames the community benefits the Operator commits to deliver in exchange for the City’s incentive package. Each of these benefits is designed to provide meaningful value to Littleton while preserving the long-term financial sustainability of the business that makes those benefits possible.

Spirit of the Agreement: Both parties commit to implementing the Agreement, and specifically the benefits described in this Exhibit C, in good faith, with reasonable flexibility to adapt programs, schedules, and operational details as needed, provided that adaptations remain within the spirit of this Agreement and the shared intent to make Littleton a magical destination in Colorado and beyond. Modifications to the implementation of community benefits set forth in this agreement may be made by mutual agreement of the Parties.

Definitions

- **First Street Farms:** The restaurant concept anchoring the Project.
- **Field House:** The on-site event venue, inclusive of large and smaller private event spaces.
- **Little Field:** The community turf field and park, named in honor of Richard Sullivan Little (1831–1917), founder of the City of Littleton.
- **Required Commitment Period:** Has the meaning set forth in the Agreement (the earlier of the date the Maximum Amount is satisfied on a present value basis, or ten (10) years from the issuance of the first Certificate of Occupancy for the Project).

1. Field House Event Space — City Use

- Up to 3 reservations per calendar month, not to exceed 12 reservations per calendar year, for City use
- Uses beyond the 12-per-year allotment may be requested; Operator will work in good faith to accommodate City needs above the threshold, subject to availability and Operator approval
- Venue rental fee fully waived
- Food & beverage at a 15% discount off Operator’s then-current standard private-event pricing, excluding alcohol, gratuities, taxes, and third-party charges
- All food and beverage must be provided by First Street Farms. No outside food or beverage is permitted on the property for any event.

- User remains responsible for any third-party or incremental staffing, security, cleaning, equipment, or similar event-specific costs disclosed in advance
- Party size: 5–200 guests
- Dates designed to be light on demand-side days to support the venue as a viable business; Operator will be a willing partner on date selection where possible
- Blackout dates to be defined annually — will include any holiday of any kind and select peak revenue days
- counter resets at the start of each calendar year
- Operator and City will maintain regular communication to coordinate City events, civic lunches, and ongoing programming
- Subject to standard occupancy, event-type, and venue rules and Operator’s reasonable written scheduling procedures

2. Field House Event Space — Littleton Nonprofit Use

- Up to 3 reservations per calendar month, not to exceed 12 reservations per calendar year, for nonprofit use
- Venue rental fee fully waived
- Food & beverage at a 15% discount off Operator’s then-current standard private-event pricing, excluding alcohol, gratuities, taxes, and third-party charges
- All food and beverage must be provided by First Street Farms. No outside food or beverage is permitted on the property.
- User remains responsible for any third-party or incremental staffing, security, cleaning, equipment, or similar event-specific costs disclosed in advance
- Eligible nonprofits must be 501(c)(3) organizations in good standing, located in or primarily serving the City of Littleton
- Operator retains a thoughtful vetting and approval process to ensure alignment with the spirit of the program
- Insurance required: nonprofit organization must carry appropriate event liability coverage and provide a Certificate of Insurance naming Operator as additional insured
- Same blackout dates and scheduling terms as Section 1 apply

3. Little Field — Nonprofit & Community Use

- Up to 3 reservation per calendar month, not to exceed 12 days per calendar year, for Littleton nonprofits, at no field rental fee
- Food & beverage (if provided by Operator) at a 15% discount off Operator’s then-current standard private-event pricing, excluding alcohol, gratuities, taxes, and third-party charges
- All food and beverage for discounted events must be provided by First Street Farms. No outside food or beverage is permitted on the property unless expressly approved in writing by the Operator’s events team.

- User remains responsible for any third-party or incremental staffing, security, cleaning, equipment, or similar event-specific costs disclosed in advance
- Insurance required: the using company, nonprofit, or organizing entity must carry appropriate event liability coverage and provide a Certificate of Insurance naming Operator as additional insured
- Beyond the 12-day guarantee, Operator will work in good faith to support additional community group requests
- All scheduling coordinated through the Operator’s events team in accordance with reasonable written scheduling procedures
- Scheduling alignment between Sections 1–3 is essential; Operator will manage the master calendar across City use, nonprofit use, and Little Field use
- Subject to availability, maintenance windows, and weather

4. Little Field — General Public Access

- Open to the general public during posted hours of operation, subject to temporary closures for maintenance, repair, weather, safety concerns, private events, or other commercially reasonable operational needs
- Field lighting shall be installed and maintained for evening use, subject to applicable law and temporary outages or shutdowns for maintenance, repair, or safety
- Operator will post clearly visible signage establishing: hours of access, permitted and prohibited activities, rules of conduct, and that the field is a privately-owned public-access amenity
- Operator coordinating with insurance carrier on supervision, safety, and liability framework prior to opening

5. Naming Rights — “Little Field”

- Operator will formally name the community turf field “Little Field” in honor of Richard Sullivan Little (1831–1917), founder of the City of Littleton
- Name reflected in on-site signage, wayfinding, and public-facing materials referencing the field
- Operator open to signage collaboration with the City of Littleton on design and dedication to reinforce the field’s identity as a community asset rooted in Littleton’s history

6. Free Public Events & Activations

- Minimum 4 free community events or public programs open to the general public hosted at the Project each calendar year by Operator or its partners
- Activations may include free youth sports clinics, music festivals, seasonal community gatherings, holiday events, farmers markets, and family-oriented programming
- Programming developed in collaboration with the City where appropriate
- Operator retains full discretion over event type, scheduling, sponsorship, and operational details

7. Art Installations

Operator is committed to establishing a public-facing art collection — indoors and outdoors — throughout the Project, positioning First Street Farms as an art destination within Littleton. Operator will prioritize Colorado-based and, where possible, Littleton-based artists, and remains open to collaboration with the City of Littleton Arts & Culture Board and the Littleton Museum.

8. Community Garden — Local DUG Partnership

- Operator will work in good faith to support a Denver Urban Gardens (DUG) partnership, potentially located on the south parcel of the Project, to showcase a community garden in Littleton
- This partnership is in early discussion and is not a guaranteed commitment
- If realized, the garden would be programmed for community participation, education, and volunteerism, with potential partnership opportunities for Littleton Public Schools, scout groups, and local nonprofits

9. Marketing & PR Collaborations with the City of Littleton

- Operator and City may pursue mutually agreed marketing or promotional collaborations from time to time; neither party shall have any obligation to undertake any specific marketing collaboration unless agreed in writing
- Spirit of the partnership is to make Littleton a magical hot spot in Colorado and the United States
- Operator open to an annual coordination meeting with the City to discuss opportunities, surface ideas, and build joint PR plans to put Littleton on the map
- Press releases and public statements referencing the partnership coordinated in advance between the parties

10. First Responder, Teacher & Military Appreciation

- Standing 10% discount at First Street Farms for: City of Littleton first responders (police, fire, EMS), Littleton Public Schools teachers, and all active and retired U.S. military personnel
- Discount applies to the individual only; valid with proper identification; dine-in only; not stackable with other promotions, happy hour, or third-party offers
- Additional public service categories may be added at Operator's discretion (definitions and scope to be refined over time)

11. Public Open Space, Trails & E-Trail Connection

- Operator will provide a continuous pedestrian and bicycle connection through the grounds connecting to the regional E-trail, open to the public during posted hours, subject to temporary closures for maintenance, repair, or emergency conditions

- Public-facing trail amenities — including picnic benches, bike repair stations, and tree canopy or similar landscaping improvements — shall be installed and maintained substantially consistent with approved plans
- Designated public-access areas — trails, landscaped open space, picnic seating, and gathering areas — will be clearly identified on-site
- Operator will manage and maintain these areas in materially the same manner as comparable public-facing areas of the Project, reasonable wear and tear excepted
- Operator will post and maintain clear rules of conduct, hours of access, and use restrictions consistent with a public park environment
- Operator reserves the right to temporarily restrict access for maintenance, private events, safety, or operational reasons

12. Operations & Coordination

- Single point of contact: Operator’s events team
- No later than 90 days prior to issuance of the Certificate of Occupancy, Operator and City will meet and confer to adopt reasonable written procedures for scheduling and staging community events within the Property
- Operator may adopt and enforce reasonable written rules regarding reservations, lead times, hours of use, staffing, security, insurance, food and beverage service, maintenance, and safety, applied in a commercially reasonable and nondiscriminatory manner and consistent with the Community Benefits described herein
- Operator manages reservations, access rules, and ordinary day-to-day operations for the Field House, Little Field, and public-access areas
- Either party may designate a primary liaison in writing for the duration of the Agreement

13. Annual Compliance Summary

- Within 30 days after the end of each calendar year during the Required Commitment Period, Operator will deliver to the City a brief written summary describing compliance with the Community Benefits during the preceding calendar year
- Compliance with any commitment stated as a specified number of uses or events will be measured by Operator making the applicable opportunity available in accordance with the written scheduling procedures, whether or not the City or an eligible nonprofit elects to use the opportunity
- Reporting kept proportional to the size of the program — designed to demonstrate value, not create administrative burden