

06/22/2023

IRONBRIDGE GOLF CLUB
SECOND AMENDED AND RESTATED
RESIDENT MEMBERSHIP AGREEMENT

This SECOND AMENDED AND RESTATED RESIDENT MEMBERSHIP AGREEMENT (the "Agreement") is entered into as of June 22, 2023, by and between BLUE HERON PROPERTIES, LLC, a Colorado limited liability company (the "Club Owner") and IRONBRIDGE PROPERTY OWNERS' ASSOCIATION, a Colorado nonprofit corporation (the "Association").

RECITALS

- A. Association is a common interest community association formed pursuant to that certain Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge dated February 20, 2003, and recorded in the real property records of Garfield County, Colorado, on March 18, 2003, as Reception No. 623133, as amended by a document recorded December 9, 2004 at Reception No. 664762 (First Amendment to Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge), as further amended by a document recorded August 3, 2007 at Reception No. 729973 (Second Amendment to Restated Declaration of Covenants, Conditions, Restrictions and Easements for Ironbridge) and collectively referred to in this Agreement at the "Declaration." Any capitalized term used in this Agreement without definition shall have the meaning given that term in the Declaration.
- B. All owners of Property subject to the Declaration ("Lot Owners") are members of the Association, and the Association represents certain interests of its members as they relate to the Ironbridge community.
- C. Club Owner is the owner and operator of the Club Facilities, as defined below. The Club Facilities are a Private Amenity (as that term is defined in the Declaration), and the Lot Owners do not have the right to utilize Club Facilities solely by virtue of their ownership of a Lot.
- D. Club Owner and the Association entered into a Resident Membership Agreement on July 1, 2006, as amended on April 19, 2007 (the "Initial RMA"), whereby all members of the Association were provided with the opportunity to become members of the Club and therefore avail themselves of the Club Facilities on and subject to the terms of the Initial RMA.
- E. Club Owner and the Association entered into an Amended and Restated Resident Membership Agreement on September 29, 2018 (the "2018 Agreement") which replaced the Initial RMA.

- F. The parties desire to amend and restate the 2018 RMA as more particularly provided herein.
- G. The Association, as a benefit to its members, and pursuant to Section 4.13 of the Declaration, is willing to pay the Monthly Assessments and the Activation Fee (defined below) charged by the Club Owner on account of membership in the Club as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Club Owner and the Association hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. “*Club Facilities*” means the recreational and social facilities of the Club made available to members of the Club from time to time, as otherwise provided in this Agreement, including, without limitation, a golf course, restaurant, fitness center and recreation center (including swimming pool).
- b. “*Effective Date*” is January 1, 2024.
- c. “*Lot Owner*” means the owner or owners of any Property subject to the Declaration except those Lots which are subject to Affordable Housing Deed Restrictions. The Owners of such Deed Restricted Lots are not eligible to be Resident Members as provided in this Agreement.
- d. “*Membership Documents*” mean the Club’s membership plan, rules and regulations, and other related documents in effect from time to time and binding on all members of the Club, and the member agreement executed by each individual Resident Member pursuant to this Agreement. The Club will provide the Association with updated documents to post on its website and/or another shared platform as requested by the Association.
- e. “*Resident Membership*” means the membership in the Club which is associated with each Lot that is subject to this Agreement.

2. Club Membership. Club Owner and the Association agree that each Lot Owner shall be eligible to become a “Resident Member” as defined in the Membership Documents, or such similar designation as Club Owner shall determine from time to time in its sole discretion. There shall be only one (1) Resident Membership associated with each Lot which is subject to the Declaration and of which the Lot Owner is entitled under this Agreement to activate. The following terms and conditions shall apply to each Resident Membership:

a. Each member of the Association, in order to activate membership in the Club and become a Resident Member, shall be required to sign and submit to the Club Owner the Club's membership agreement and such other documentation as is required by Club Owner of Club members generally. Club Owner reserves the right to amend or supplement the Membership Documents (other than the executed membership agreements with each Resident Member) from time to time in its sole discretion, but not in a manner that would be in contravention of the terms of this Agreement. Club Owner agrees that it shall give prior notice of any amendment or supplement to the Membership Documents applicable to the Resident Members to the Association, and that no such amendment or supplement shall become effective prior to thirty (30) days after such notice.

b. Each Resident Member shall be subject to all of the terms and conditions applicable to membership in the Club as provided in the Membership Documents from time to time, including the obligation to pay greens fees, if any, cart fees and other charges related to golf play. Club Owner reserves all rights under the Membership Documents in the event of breach thereof by any Resident Member, including, without limitation, the rights to impose a monetary charge upon a Resident Member based on a failure to timely pay applicable charges and fees, to deny access to Club Facilities to any Resident Member, to suspend membership privileges, and/or to permanently revoke membership privileges of the Resident Member in the Club. So long as a Resident Member's membership privileges are revoked in good faith by Club Owner, the Association shall have no claim against Club Owner as a result of such revocation, and shall specifically have no right to reduce any payments for which the Association is obligated under this Agreement as a result of such revocation. The rules and regulations of the Club shall not discriminate against Resident Members in connection with their rights to use facilities of the Club. Club Owner shall at all times provide the Association with current versions of the Membership Documents and shall notify the Association, in writing, of any changes to the Membership Documents.

c. Any Lot Owner who desires to become a Resident Member shall be required to pay Club Owner a non-refundable Activation Fee prior to activation of a Resident Membership. The Activation Fee shall be paid by the Association on behalf of the Lot Owner pursuant to Section 3.e., below. The Activation Fee shall be \$8,000.00 for 2024. The Activation Fee shall be increased by three percent (3%) per year beginning with 2025.

d. The Association expressly understands, acknowledges and agrees that:

- i. this Agreement shall confer upon Lot Owners the right to become Resident Members, but that the Association shall have no direct right, ownership or control of the Club or its facilities or properties, and neither the Club nor its facilities nor properties shall be considered common areas or common elements of the Association;
- ii. there will be other categories of membership in the Club other than Resident Members, and non-Owners shall be afforded opportunities to

become members of the Club, all in the sole and absolute discretion of Club Owner and as provided in the Membership Documents from time to time; provided, however, the services and amenities that are included with a Resident Membership shall never be less favorable or less inclusive than the services and amenities available to non-Owner members;

- iii. all of the rights and obligations of the Lot Owners as Resident Members, and the rights and obligations of the Club Owner to its Resident Members, are and shall be provided in the Membership Documents, and shall not in any way be limited, defined, restricted, interpreted or governed by the terms and conditions of this Agreement;
- iv. In the event that Club Owner determines that the Club Facilities require significant improvement (over \$50,000.00) in order to maintain quality and functionality, Club Owner shall provide information to the Association Board of Directors describing the nature and extent of the improvements required and the estimated cost thereof. The Board of Directors shall meet with the Club Owner to review the information and shall consider making a contribution to such costs, through a special assessment or otherwise, for the benefit of Resident Members. Such special assessment shall require the approval of 51% of the Lot Owners pursuant to an election to be organized by the Board of Directors. If the Association decides to so contribute, Club Owner shall provide the Association with copies of the plans and specifications relating to such improvements, together with cost estimates, bids, contracts for the work and paid invoices;
- v. Club Owner expressly reserves all rights it has under the Membership Documents from time to time, including, without limitation, the right to close facilities of the Club for maintenance, special events, casualty loss, or otherwise, and to discontinue operation of any or all Club Facilities for any reason; and
- vi. In the event that Club Owner elects to close any or all Club Facilities, Club Owner shall first provide the Association with written notice of such intent at least one month prior to the effective date of closure. If the closure is to be permanent and applies to all Club Facilities, the Association's obligation to pay Monthly Assessments, the Per Lot Amount and Activation Fees shall terminate on the date that the closure takes effect. If the closure is permanent or expected to last more than thirty (30) days, but does not affect all Club Facilities, Club Owner and the Association shall attempt in good faith to renegotiate and equitably adjust the Monthly Assessments, Per Lot Amount and Activation Fee in light of such reduced Club Facilities. If the parties cannot agree upon an equitable

adjustment within sixty (60) days after the notice required above, the parties shall submit the matter to binding arbitration. Arbitration shall be conducted before a single mutually acceptable arbitrator in accordance with the rules and procedures of the American Arbitration Association. Arbitration shall be held at a mutually acceptable location in Garfield County, Colorado, and costs of the arbitrator shall be split and paid equally by the Association and the Club Owner. Either party may terminate the arbitration proceedings if a final decision is not rendered within ninety (90) days after commencement of the proceedings, and there shall be no further obligation to pursue arbitration in the specific matter. During arbitration, the Club Facilities shall remain open and the Association shall continue to make all payments required hereunder. The foregoing requirements only apply to closures that are not required for maintenance, necessary repairs, casualty loss, replacement of Club Facilities and normal seasonal closures.

e. Resident Member status shall terminate with respect to a Lot Owner at such time as the Owner no longer holds legal title to such Owner's Lot, it being understood, acknowledged and agreed that Resident Member status shall be available to an Owner only during the time that the Owners hold title to such Owner's Lot and shall terminate upon sale of the Lot to another Owner. Nevertheless, a Resident Member who sells such Member's Lot shall be entitled to become a non-resident member of the Club with no additional activation fee upon signing a non-resident membership agreement which requires the payment of monthly assessments.

f. Club Owner will credit twelve (12) months of the Monthly Assessments (defined below) payable by a Resident Member for each pre-registered referral of an individual who becomes a Non-Resident Member. There shall be no limit on the number of referrals. Club Owner will maintain the referral incentive program as long as this Agreement is in effect. Club Owner shall establish a procedure for registration and credit of Monthly Assessments.

g. A Resident Member shall be entitled to temporarily assign his/her Membership to a tenant as long as the Resident Member relinquishes Resident Membership privileges during the term of the lease pursuant to the Membership Documents. Club Owner may charge a fee to approve any such assignment.

3. Payments by Association. In consideration of Club Owner's agreement to grant Memberships to all Lot Owners, the Association agrees to pay to Club Owner the Monthly Assessments and the Activation Fee (hereinafter defined), upon the following conditions and terms:

a. On or before October 15 of each year, Club Owner shall provide the Resident Members, by way of the Board of Directors, with a schedule of all fees, charges, and dues to apply for the following calendar year for membership in the Club and use of Club Facilities for Resident Members.

b. The term “Monthly Assessments” means the Per Lot Amount (hereinafter defined) times the number of Lots annexed to the Declaration from time to time (excluding all lots subject to affordable housing deed restrictions). The “Per Lot Amount” for the period from the Effective Date to December 31, 2023 is \$410.00. Except as provided below, the Per Lot Amount may be increased by the Club Owner in the sole discretion of the Club Owner, as provided in the Membership Documents, and there shall be no limitation on the ability of the Club Owner to determine the Per Lot Amount pursuant to this Agreement. If Club Owner desires to exercise its right to increase the Per Lot Amount, notice of such intent shall be provided to the Resident Members by way of the Board of Directors, no later than October 15 of each year and shall become effective no earlier than the following January 1. Club Owner agrees that the Per Lot Amount for the calendar years 2024 through 2028 shall not be increased by more than seven percent (7%) from the previous year’s Per Lot Amount.

c. Monthly Assessments shall be payable in installments by the Association on the first day of each month during the Term of this Agreement (hereinafter defined). If any installment of monthly assessments is not paid within ten (10) days of when due, Club Owner may impose, and the Association agrees to pay, a late charge in the amount of five percent (5%) of such installment. If any installment of monthly assessments is not paid within thirty (30) days of when due, Club Owner may charge, and the Association agrees to pay, interest on such unpaid amount from the due date until paid at the annual rate of eighteen percent (18%). Club Owner acknowledges that the Association intends to collect the Per Lot Amount from each member of the Association as part of the regular assessments imposed on lot owners by the Association pursuant to the Ironbridge Declaration of Covenants. To the extent that any individual Resident Member of the Association fails to pay assessments in full and on time to the Association, then Club Owner and the Association agree to cooperate with respect to such delinquent members as follows:

- i. The Association shall notify Club Owner of delinquent members, and Club Owner shall keep a list of all such members and shall prohibit such delinquent members from access to or use of any and all Club Facilities until such time as the Association certifies, in writing, that such member has cured the delinquency, including the payment of all late fees and charges that may be due to the Association.
- ii. Club Owner shall have the right, in its discretion, to charge a reactivation fee up to \$2,500.00 to any Resident Member whose rights were suspended due to delinquent payment of assessments to the Association as a condition of restoring such member’s rights to use Club Facilities. The Association shall have no obligation to pay any reactivation fees.

d. The Association acknowledges and agrees that, subject to the provisions of Sections 4.b., 4.c. and 5, it shall be obligated to pay Monthly Assessments as defined in this Agreement regardless of whether or not the Lot Owner shall activate a Resident Membership in

the Club, whether or not a Resident Membership is active with respect to a Lot, and whether or not the membership privileges are actually being exercised under a Resident Membership associated with a Lot.

e. Following the sale of any Lot occurring after the Effective Date, the Association shall be obligated to pay to Club Owner, on behalf of any Lot Purchaser, an amount equal to the Activation Fee, subject to the following:

- i. Club Owner shall provide written notice to the Association upon the sale of a Lot. Club Owner will communicate with the Lot Purchaser regarding Resident Membership and the requirement to pay the Activation Fee as provided herein, and shall make a reasonable effort to collect such Fee. If the Activation Fee has not been paid by a Lot Purchaser within thirty (30) days after closing of the Lot sale, Club Owner shall provide an additional notice to the Association that the Lot Purchaser has elected not to activate a Resident Membership. The Association shall then pay to Club Owner the amount of the Activation Fee that would be required in order for the Lot Purchaser to activate a Resident Membership within thirty (30) days of such notice.
- ii. If the Lot Purchaser subsequently becomes a Club Member and pays the required Activation Fee, Club Owner shall reimburse the Association for the Activation Fee amount paid on behalf of that Lot Purchaser within thirty (30) days after receipt of the Activation Fee by Club Owner. Until the Lot Purchaser pays the Activation Fee and becomes a Resident Member, said Purchaser shall not be entitled to utilize the Club Facilities or to enjoy the benefits of Resident Membership, except for access to the restaurant.
- iii. The Association's obligation to pay the Activation Fees amount to Club Owner on behalf of a Lot Purchaser who does not choose to become a Resident Member shall not exceed, in any calendar year, the total of five (5) full Lot Purchaser's Activation Fees, plus an amount calculated as follows: one third (33.33%) of each additional Lot Purchaser's Activation Fees who do not choose to become Resident Members. In no event, however, shall the Activation Fee amount to be paid in any calendar year exceed ten (10) times the Activation Fee for that year.
- iv. The Activation Fee amount to be paid by the Association constitutes a common expense authorized by Section 4.13 of the Declaration.

- v. At least one-third of the total Activation Fee revenue collected in any calendar year commencing on January 1, 2024 (not including the Activation Fees paid by the Association as provided above) shall be deposited by Club Owner to a Capital Renewal and Replacement Reserve Fund and utilized solely for capital improvements to Club Facilities. On or before October 15 of each year the Club Owner shall provide the Association with an accurate written disclosure documenting all sums held in the Capital Renewal and Replacement Reserve Fund less any capital improvement expenses.
- f. The following transactions shall be exempt from the Activation Fee:
 - i. The granting or conveying title to real property in consequence of a gift of such property, where no consideration other than love and affection, charitable donation or nominal compensation is evidenced by the terms of the instrument of transfer;
 - ii. The lease of any real property (or assignment or transfer of any interest in any such lease) provided such lease by its terms does not constitute a de facto conveyance of the subject property. In the latter event the transfer fee shall be based upon the capitalization at five percent (5%) of the average annual rental over the entire term of the lease, including any renewal term, plus the actual consideration, other than rent, paid or to be paid. When the average annual rental cannot be determined, the transfer fee shall be based upon the assessed value of the property covered by the lease;
 - iii. Transfers to secure a debt or other obligation, or transfers or release of property which is security for a debt or other obligation;
 - iv. Any transfer under execution, sale, or foreclosure sale under a power sale or court decree of lien foreclosure; sheriff's deed; public trustee deed or treasurer's deed or deed in lieu of foreclosure provided that the person holding the obligation or instrument upon which the proceeding or sale is based intends, as market conditions will allow, to resell the property in order to satisfy the obligation. If the property is not sold within two years, then the transfer shall be considered an "artifice" and the Activation Fee shall be payable as provided herein.

4. Term and Termination.

- a. The term of this Agreement shall expire on December 31, 2028. The term of this Agreement shall automatically renew for successive five (5) year terms unless written notice of

termination of this Agreement is provided by a party to this Agreement to the other party on or before six (6) months prior to the expiration of the initial term or any future extension terms. Termination of this Agreement by the Association shall be subject to the provisions of Section 4.c. below.

b. By written notice to the Association, Club Owner shall have the right to terminate this Agreement at any time and for any reason in the sole and absolute discretion of Club Owner. Such termination shall be effective thirty (30) days after such notice. Upon such termination, the Association's obligation to pay Monthly Assessments, the Per Lot Amount and Activation Fees shall terminate.

c. The parties acknowledge that this Agreement constitutes a substantial benefit to Lot Owners, and that it is therefore in the best interest of the Association to assure that this Agreement remains in full force and effect. Therefore, in the event that the Association determines to unilaterally terminate this Agreement based on any provisions of applicable law or otherwise, such termination must be approved by the affirmative vote of at least sixty-seven (67%) of the Lot Owners who are then members of the Association. Any attempt to terminate this Agreement without such vote of the Lot Owners shall be null and void, and of no further force and effect whatsoever. The parties acknowledge and agree that the provisions of C.R.S. 38-33.3-305 (pertaining to termination of agreements undertaken by the Declarant) shall not apply to this Agreement.

5. Default.

- a. In the event of any default by the Association under this Agreement which is not cured within ten (10) days after notice thereof, the Club Owner shall be entitled to all remedies available to it at law or in equity, including damages, or, at the sole discretion of the Club Owner in the event of material default (breach) including, but not limited to, nonpayment of fees owed to Club Owner by Association, Club Owner may elect to terminate this Agreement effective immediately upon notice given to the Association.
- b. In the event of any default by the Club Owner under this Agreement which is not cured within ten (10) days after notice thereof, the Association shall be entitled to all remedies available to it at law or in equity, including damages, or, at the sole discretion of the Association, in the event of an uncured material default the Association may elect to terminate this Agreement pursuant to the provisions of Section 4.c. of this Agreement. In no event shall the Association have any right to withhold payment amounts due to Club Owner, unless otherwise provided in this Agreement.

6. Mediation. Except as provided in Section 2.d.vi., all claims, disputes and other matters in question between the Association and the Club Owner arising out of, or relating to, this Agreement or breach thereof shall be first submitted to mediation by a mediator mutually

selected by the parties. Unless Club Owner and the Association can agree on a mediator, each party shall select a mediator of their choice and both mediators shall then select a third mediator who shall conduct the mediation hereunder. In the event mediation is unsuccessful in resolving the dispute, Club Owner or the Association or both, may pursue other remedies as are allowed at law as provided above. Notwithstanding the foregoing, either party may file an action for injunctive or other relief to preserve its rights or seek temporary relief while mediation is pending. Mediation shall be conducted as soon as possible but either party shall be relieved of the mediation requirement if the other party refuses, without good cause, to commence mediation within ten (10) days of the request for mediation, or if the dispute has not been resolved within sixty (60) days after a party's first notice to the other party of a request to mediate. Costs of the mediator shall be split and paid equally by the Association and Club Owner.

7. Notice.

- a. Manner of Notice. All notices or demand under this Agreement shall be in writing and shall be deemed given and received according to the following criteria:
- i. Personal Delivery. In case of personal delivery, notice shall be deemed to have been given and received the day of the actual receipt by the receiving party.
 - ii. Overnight Courier. In case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second (2nd) business day following its deposit with such courier service. No signature affirming receipt by the receiving party is required. The internal records of the courier service are to be accepted as sufficient evidence of receipt.
 - iii. Postal Service. In the case of U.S. Postal Service, notice shall be deemed to have been given and received on the third (3rd) business day after the deposit of a postage prepaid, certified return receipt requested, envelope, containing the notice, addressed to the receiving party, with the U.S. Postal Service.
 - iv. Facsimile or Email Transmission. In the case of a facsimile or email transmission, notice shall be deemed to have been given and received on the day of such transmission. Such facsimile or email transmission, to be considered effective, shall be corroborated by a copy of the facsimile or email printout showing the telephone number or email address from which transmitted, the telephone number or email address to which transmitted, the date and time of such transmission. The copy of such printout and the notice shall be mailed the day of transmission by regular U.S. Postal Service to the receiving party.

b. **Addresses for Notice.** All notices shall be given to the respective parties at the following addresses, until further written notice. Notice must be given to the primary notice party to be effective. The secondary notice party is made a part of this provision for courtesy purposes only.

If to Club Owner: Blue Heron Properties, LLC
Ironbridge Golf Club
430 Ironbridge Drive
Glenwood Springs, CO 81601
Telephone: 970-384-0630
Email: wcole@ironbridgeclub.com

With a copy to: The Myler Law Firm, P.C.
David J. Myler, Esq.
211 Midland Avenue, Suite 201
Basalt, CO 81621
Telephone: 970-927-0456
Facsimile: 970-927-0374
Email: dmyler@mylerlawpc.com

If to the Association: Ironbridge Property Owner's Association
Key Stone Management
PO Box 1315
Carbondale, CO 81623
Telephone: 970-989-2227
Email: courtney@keystoneman.com

With a copy to: Dufford Waldeck
Chris McAnany, Esq.
744 Horizon Court, Suite 300
Grand Junction, CO 81401
Telephone: 970-241-5500
Facsimile: 970-243-7738
Email: mcanany@dwmk.com

8. Miscellaneous.

a. **Assignment.** Club Owner may assign its rights and obligations under this Agreement to any future owner, manager or operator of the Club, without any requirement of consent by the Association, provided that any such assignee must first execute and deliver to the Association a written assumption document agreeing to assume and be bound by all terms of this

Agreement. The Association may not assign its rights and obligations under this Agreement to any other party or entity without the express written consent of Club Owner, which consent may be granted or denied in the sole and absolute discretion of Club Owner.

b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Association and Club Owner and their successor and permitted assigns.

c. Governing Law. This Agreement has been executed in the State of Colorado and shall be governed by the laws of the State of Colorado.

d. Gender and Number. Any term of gender used in this Agreement shall include all genders and legal entities, and the plural shall include the singular, and the singular shall include the plural, all as the context may require.

e. Severability. The invalidity of any provisions of this Agreement shall not affect the validity or enforceability of any other provision set forth in this Agreement.

f. Section Headings. The section headings contain in this Agreement are for the purpose of identification only and shall not be considered in construing this Agreement.

g. Attorneys' Fees and Costs. In the event of any litigation between the parties (or arbitration pursuant to the arbitration provisions of this Agreement) concerning this Agreement and the enforcement of this Agreement, the prevailing party shall receive payment of all its reasonable costs and expenses relating to such action) including, but not limited to court costs and reasonable attorney's fees incurred by the prevailing party at trial and upon appeal. For the purpose of this Section, the term "prevailing party" shall include a party which withdraws or dismisses a claim in return for payment allegedly due, performance of a covenant allegedly owed, or other consideration substantially satisfying the claim withdrawn or dismissed.

h. Entire Agreement. Replacement of Initial RMA; Modification of Agreement. This Agreement supersedes any and all prior understandings and agreements between the Association and Club Owner and, in particular, supersedes and replaces the 2006 Resident Membership Agreement, as amended in 2007, in its entirety. This Agreement may only be modified by an agreement in writing and signed by the Association and Club Owner.

i. Negotiated Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue that it may have been prepared by counsel for one of the parties. This Agreement was reviewed and approved on behalf of the Association by its Board of Directors following an opportunity for all Lot Owners to reject it.

j. Counterparts; Facsimile/Electronic Signature. This Agreement may be executed in counterparts, which, taken together, shall constitute the agreement of the Association and Club Owner. This Agreement and its signatures may be transmitted by telefax copier or by other electronic means and all parties agree it shall be a legal, binding agreement.

k. **No Partnership.** Notwithstanding any terms of this Agreement to the contrary, in carrying out their respective obligations and exercising their respective rights under this Agreement it is fully understood and agreed that the parties are acting as independent contractors and not in any way as agents, partners, joint venturers or employees of each other.

[This space intentionally left blank. Signatures on the following page.]

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

BLUE HERON PROPERTIES, LLC,

By: Blue Heron Management, LLC

By: [Signature]
6/22/2023, its General Manager

IRONBRIDGE PROPERTY OWNERS'
ASSOCIATION

By: [Signature], Alice C. Angier
6/22/2023, its President