

AMENDMENT AND TERMINATION TO RIGHT OF FIRST REFUSAL AGREEMENT

THIS AMENDMENT AND TERMINATION TO THE RIGHT OF FIRST REFUSAL AGREEMENT (this “**Amendment and Termination of ROFR Agreement**”) is entered into as of the date signed by the State Controller or authorized delegate, by and between the Town of Frisco, Colorado (the “**Grantor**”) and the State of Colorado acting by and through the Department of Labor and Employment (the “**Grantee**” or the “**State**”). The Grantor and the Grantee/State are each a “**Party**” and Grantor and the Grantee/State are collectively, the “**Parties**” to this Termination of ROFR Agreement.

RECITALS:

WHEREAS, on September 28, 2022, the Grantor and Grantee entered into a Right of First Refusal Agreement (the “**ROFR Agreement**”), which is attached hereto and incorporated herein as **Exhibit A**, whereby once a new building was constructed and the office space became available for lease, the Grantor agreed to grant to the State a right of first refusal to lease office space in the new building located at 602 Galena Street, Frisco, Colorado (the “**ROFR Property**”), subject to, and upon, the terms and conditions of the ROFR Agreement; and

WHEREAS, the State/Grantee is no longer interested in retaining a right of first refusal for the ROFR Property and the Town/Grantor is, therefore, not interested in building office space in the new building; and

WHEREAS, accordingly, the Parties wish to amend and terminate the ROFR Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Grantee hereby releases pursuant to this instrument all of its rights and interest in the ROFR Agreement under such instrument and hereby transfers the same to the Grantor and the Parties hereby agree to the following:

1. ***Incorporation of Recitals.*** By this statement, the above Recitals are hereby incorporated into this Amendment and Termination of ROFR Agreement and made a part hereof.
2. ***Amendment and Termination of Right of ROFR Agreement.*** The State/Grantee is no longer interested in a right of first refusal regarding the ROFR Property and therefore pursuant to Section 6, Notices of the ROFR Agreement, provides Notice to the Grantor of Grantee/State’s desire to terminate the ROFR Agreement.
3. ***Amendment and Termination of ROFR Agreement.*** Upon the full execution of this Amendment and Termination of ROFR Agreement by the Parties, the ROFR Agreement shall be terminated.

4. ***Filing of this Amendment and Termination of ROFR Agreement.*** Upon the full execution of this Amendment and Termination of ROFR Agreement by the Parties, this Amendment and Termination of ROFR Agreement, extinguishes and terminates the ROFR Agreement, which was attached to the Contract to Buy and Sell Real Estate with the Town of Frisco, County of Summit dated September 29, 2022. For avoidance of doubt, except for the ROFR Agreement and any implied obligation of the Town to build office space on the ROFR Property, all other terms and conditions contained within the Contract to Buy and Sell Real Estate with the Town of Frisco, County of Summit dated September 29, 2022 remain in full force and effect.

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IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Amendment and Termination of Right of First Refusal Agreement to be executed by their respective duly authorized signatories as of the day and year first above written.

GRANTOR
Town of Frisco

STATE OF COLORADO
Jared S. Polis, Governor
Department of Labor & Employment
Joe Barela, Executive Director

By: _____
Mayor

By: _____
Executive Director

Date: _____

Date: _____

REAL ESTATE PROGRAMS
STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL &
ADMINISTRATION
Office of State Architect, For the Executive
Director

**ALL CONTRACTS MUST BE
APPROVED BY THE STATE
CONTROLLER:**

**CRS 24-30-202 requires that the State
Controller approve all State contracts. This
contract is not valid until the State
Controller, or such assistant as he may
delegate, has signed it. The Landlord is not
authorized to begin performance until the
contract is signed and dated below. If
performance begins prior to the date below,
the State of Colorado may not be obligated
to pay for the good and/or services provided.**

By: _____

Date: _____

OFFICE OF RISK MANAGEMENT
STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL &
ADMINISTRATION
For the Executive Director

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____
Director, Office of Risk Management

By: _____

Date: _____

Date: _____

LEGAL REVIEW
DEPARTMENT OF LAW
Philip J. Weiser, Colorado Attorney General
ATTORNEY GENERAL (or authorized
Delegate)

By: _____

Date: _____

EXHIBIT A – RIGHT OF FIRST REFUSAL AGREEMENT