

Second Amendment to Second Amended and Restated Development Agreement

This Second Amendment to Second Amended and Restated Development Agreement (this “Second Amendment”) is entered into as of _____, 2024 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Background

A. The Parties entered into that certain Second Amended and Restated Development Agreement, dated November 9, 2022 (“ARDA 2.0”), to facilitate Owner’s development of the CPP Property and the City Property with the Revised Project.

B. Also on November 9, 2022, the Parties entered into that certain CityPlace – ARDA 2.0 Escrow Agreement (the “ARDA 2.0 Escrow Agreement”), through which the Parties placed into escrow with the Escrow Agent (as defined therein) certain documents in connection with the implementation of ARDA 2.0. As provided in Section 4(d) of the First Amendment (as defined in Recital D below), the Parties acknowledge and agree (i) that the “Initial Transaction Documents” (as defined in the ARDA 2.0 Escrow Agreement) have been released from escrow, (ii) that the “MPI Transaction Documents” remain in escrow as of the Effective Date, and (iii) that the terms of the ARDA 2.0 Escrow Agreement remain in full force and effect and will survive any transfer of the CPP Property.

C. The Parties, acting through their designated representatives as provided in Section 20 of ARDA 2.0, entered into that certain Letter Agreement dated as of January 15, 2023 to memorialize the Parties’ understanding with respect to certain milestones to have been accomplished under ARDA 2.0 by such date (the “January 15 Letter Agreement”). As provided in Section 2 of the First Amendment (as defined in Recital D below), the Parties (i) ratified and affirmed the January 15 Letter Agreement and incorporated the terms of the January 15 Letter Agreement into ARDA 2.0, (ii) agreed that any express conflict between the terms of the January 15 Letter Agreement and ARDA 2.0 would be resolved in favor of the January 15 Letter Agreement, and (iii) agreed that except as expressly modified by the terms of the January 15 Letter Agreement, the terms of ARDA 2.0 would remain in full force and effect.

D. Section 4(c) of ARDA 2.0 sets forth certain conditions which were to have been met by various specified dates precedent to the City’s obligation to issue TIF debt as anticipated in ARDA 2.0. Certain of such conditions were timely met, but certain other of such conditions would not have been met in time for the City to issue TIF debt by the legislatively prescribed deadline of June 30, 2023. Accordingly, the Parties entered into that certain First Amendment to Second Amended and Restated Development Agreement, dated June 6, 2023 (the “First Amendment”), to amend ARDA 2.0 (i) to address the terms and conditions by which the City would extend the time for the satisfaction of certain conditions of ARDA 2.0 and issue TIF debt on an interim basis pending satisfaction of such unsatisfied conditions, and (ii) to provide for other matters as described therein. Pursuant to Section 5 of the First Amendment, the Parties agreed (a) that any conflict between the terms of the First Amendment and ARDA 2.0 (as affected by the January 15 Letter Agreement) would be resolved in favor of the First Amendment, and (b) that except as expressly modified by the terms of the First

Amendment, the terms of ARDA 2.0 (as affected by the January 15 Letter Agreement) would remain in full force and effect.

E. Construction of the Revised Project has progressed since the time of the First Amendment, and the Parties now wish to further amend ARDA 2.0 to provide for the matters described herein.

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Recitals / Defined Terms. The background recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein. Any initially capitalized term used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meaning provided for such term in ARDA 2.0. References in this Second Amendment to particular sections of ARDA 2.0, the January 15 Letter Agreement, or the First Amendment shall refer to the sections of the applicable document. Otherwise, as used in this Second Amendment, the term “ARDA 2.0” means ARDA 2.0 as amended by the January 15 Letter Agreement and the First Amendment.
2. City Grant Funding Election. Further to Section 4(c) of the First Amendment, the City has made its Grant Funding Election as provided in Section 25(a) of ARDA 2.0.
3. Progress Payments. Section 4(d)(iv) of ARDA 2.0 expressly provides that Owner is not entitled to reimbursement of TIF Eligible Costs on a progress basis. As provided in Section 4(f) of the First Amendment, the City agreed to allow a conditional exception to Section 4(d)(iv) of ARDA 2.0 by adding a sentence to the end of Section 4(d)(iv) of ARDA 2.0. By this Second Amendment, the Parties hereby agree that the following shall supersede and replace such additional sentence and shall constitute the terms by which the City will reimburse TIF Eligible Costs to Owner on a progress basis:

“Notwithstanding the foregoing, if the Owner (A) has entered into and closed construction financing for one or more guaranteed maximum price TIF Construction Contract(s) for (1) the entirety of at least one building tower Phase of the Revised Project and (2) the entirety of the PI Scope One consistent with the Final Budget, and (B) has entered into performance assurances that are satisfactory to the City (in the City’s sole reasonable discretion) to secure performance under such TIF Construction Contract(s), including without limitation performance assurances guarantying completion of the entirety of the PI Scope One, then and in such event, the City will agree to process progress payments to reimburse Owner for agreed-upon TIF Eligible Costs, provided that (x) any such reimbursement will be subject to and made in accordance with the TIF Waterfall (e.g. the City will not reimburse Tier 2 costs under the TIF Waterfall until Tier 1 costs have been fully reimbursed or otherwise reserved), (y) any such reimbursement will be limited by the amount of TIF debt that the Revised Project would reasonably support based on the TIF Construction Contract(s) that Owner has then entered into subject to the conditions above, and (z) any such reimbursement will be subject to the requirements of this Agreement for release of funds as well as City directed protocol/requirements for

documentation, lien release, retainage, timing for payment, etc.”

4. PI Scope One. The Parties acknowledge that prior to the Effective Date of this Second Amendment, the PI Scope One was defined in the January 15 Letter Agreement to comprise all of the Final Public Improvement Plans work except for the PI Scope Two as set forth on Exhibit A to the January 15 Letter Agreement. In order to allow progress payments as provided in Section 3 of this Second Amendment, the Parties agree that the following items are added to the PI Scope One as defined in the January 15 Letter Agreement: Construction of so much of Pine Street and St. Paul Street as is required to provide base paved vehicular access to the parking garage entrances of the Revised Project and the 100 Bank Street building from, as applicable, Bank Street and Cherry Street.

Further, for ease of reference, the Parties restate and affirm a portion of Paragraph 1 of the January 15 Letter Agreement as follows:

“The Parties acknowledge that (a) the allocation of the Public Improvements into PI Scope One and PI Scope Two may require later adjustment in response to changed circumstances (e.g., site/construction conditions, further details concerning the Grant Funding opportunity, etc.), and (b) Owner's phasing plans are not finalized at this time such that the Parties are unable to identify specifically which portions of the Public Improvements will be constructed and delivered with each Phase of the Revised Project. The Parties will continue to work cooperatively and in good faith to make adjustments to the PI Scope One and the PI Scope Two as necessary in response to changed circumstances and to address the allocation of Public Improvements by Phase of the Revised Project as the Revised Project progresses.”

The Parties acknowledge that such additional adjustments, if any, may be made by separate letter agreement entered into through the Parties’ designated representatives as provided in Section 20 of ARDA 2.0.

5. TIF Waterfall. The Parties acknowledge that prior to the Effective Date of this Second Amendment, the TIF Waterfall was defined by Section 3(h)(ii)(J) of ARDA 2.0, as amended (i) by Sections 25(d) and 25(e) of ARDA 2.0 (such amendment occurring by virtue of the City having made its Grant Funding Election), and (ii) by Paragraph 4 of the January 15 Letter Agreement (such amendment eliminating Tier 3 of the TIF Waterfall). In order to allow progress payments as provided in Section 3 of this Second Amendment, the Parties agree that the following shall supersede and replace the definition of the TIF Waterfall in ARDA 2.0:

“ a. Tier 1, to reimburse the City for the City’s TIF Eligible Costs for Public Improvements and Additional Public Improvements up to a cap of \$1,000,000, plus the amount of the City’s payment to 100 Bank, LLC to acquire necessary rights to construct the Public Improvements on Parcel 1 and Parcel 3 and to use and enjoy Parcel 1 and Parcel 3 as public right of way as further provided in Section 4(g)(i) below, plus \$3,000,000, representing the City’s matching funds required in order for the City to obtain the Grant Funding (collectively, the “City Tier 1 Cap”).

- b. Tier 2, to reimburse the Owner for Owner's TIF Eligible Costs incurred on or after September 5, 2020 in connection with any completed and delivered Public Improvements in PI Scope One.
 - c. There is no Tier 3.
 - d. Tier 4, to reimburse Owner for any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements in PI Scope One.
 - e. The City shall be solely entitled to all of the Available TIF Amount remaining after Owner has been fully reimbursed its TIF Eligible Costs in connection with any completed and delivered Public Improvements in PI Scope One under Tier 2 and Tier 4 of the TIF Waterfall."
6. Further Adjustments to Revised Project. Section 4(e) of the First Amendment provided for Owner to amend the Revised Project to accomplish certain modifications as specified in such Section 4(e). Owner now proposes the following additional modifications:
- a. Instead of the +/- 427 residential housing units referenced in Recital H of ARDA 2.0, the 424 residential housing units referenced in Section 2(b) of ARDA 2.0, and the range of +/- 400-495 residential housing units and +/- 140 hotel rooms referenced in Section 4(e)(ii) of the First Amendment, the Revised Project would allow for not less than 350 residential housing units and a maximum of 350 hotel rooms, all within a maximum total of +/- 740,000 square feet and no more than 10 stories.
 - b. Owner wishes to clarify that the total +/- 3,000 square feet of Community Space referenced in Recital H of ARDA 2.0 may be provided among multiple meeting room spaces within the Revised Project.

Subject to the final, unappealable approval of such modifications, to the extent required, the City agrees that, as applicable, Recital H of ARDA 2.0, Section 2(b) of ARDA 2.0, and Section 4(e)(ii) of the First Amendment will be considered amended by this Second Amendment to account for the modifications described in this Section 6, and the terms "Revised Project" and "Revised DRB Approval" will thereafter mean the Revised Project and the Revised DRB Approval as so modified. Owner agrees that, if the Community Space is provided in more than one location within the Revised Project, the rooms comprising the Community Space shall each contain no less than +/- 1,000 square feet. Owner agrees that the operation of the Community Space will be subject to Memorandum of Understanding to be agreed upon by the Parties in furtherance of the Parties' anticipated coordination with respect to the Community Space as set forth in Section 2(f) of ARDA 2.0. The amendments to the Revised Project and the Revised DRB Approval accomplished by this Section 6 are limited to the express modifications as set forth herein.

7. Phasing of Revised Project. Prior to the Effective Date of this Second Amendment, ARDA 2.0 anticipated that Owner would construct the Private Improvements in up to four (4) Phases and would have obtained Completion of the entirety of the Revised Project on or

prior to November 1, 2025. The Parties acknowledge that Owner presently intends to construct the Private Improvements in two (2) Phases consisting of (i) a south tower comprised of approximately 180,000 square feet of floor area (the “South Tower”), and (ii) a north tower comprised of approximately 400,000 square feet of floor area (the “North Tower”) (neither amount of square footage including area with the parking garage). The Owner’s construction schedule anticipates completion of the South Tower in the first quarter of 2025 and completion of the North Tower no later than June 30, 2026. To accommodate Owner’s revised construction schedule, the Parties agree that (i) the Outside PI Completion Date shall be June 30, 2026 instead of November 1, 2025 (as set forth in Section 1(h) of ARDA 2.0 and as reconfirmed in Paragraph 6 of the January 15 Letter Agreement), and (ii) the date by which Owner shall have obtained Completion of the entirety of the Revised Project shall be June 30, 2026 instead of November 1, 2025 (as set forth in Section 4(c)(ii)(I) of ARDA 2.0).

8. Inclusionary Housing.

- a. Section 2 of ARDA 2.0 addresses the provision of Inclusionary Units within the Revised Project. The second paragraph of such Section stated the intention, but not the requirement, of the Owner to meet its obligations with respect to the Inclusionary Units by transferring one of the Phases of the Revised Project for ownership and development by a non-profit affordable housing provider. The Parties acknowledge that such a transfer is no longer presently contemplated by Owner. The Parties agree that references within ARDA 2.0 a “non-profit affordable housing provider” will not be applicable under Owners current plan.
- b. In addition to those modifications described in Section 6 of this Second Amendment, Owner has made application for a further amendment to the Revised Project to provide an option for Owner to locate the entirety of the Inclusionary Units within the North Tower alone. It is the intention of the City to support such option under the following conditions:
 - i. that such application is approved;
 - ii. that a temporary certificate of occupancy may be issued for the South Tower on the condition that (i) Owner has entered into a TIF Construction Contract and closed on construction financing for the North Tower, (ii) Owner has commenced vertical construction on the North Tower above the Podium, and (iii) all of the Inclusionary Units are on schedule to be completed and available for occupancy in the North Tower no later than June 30, 2026;
 - iii. that a minimum of twenty percent (20%) of the residential units within the South Tower (the “South Tower IZ Reserved Units”) be leased for a term that ends on or before June 30, 2026 so that the South Tower IZ Reserved Units will be available as Inclusionary Units as of July 1, 2026 in the event all of the Inclusionary Units are not completed and available for occupancy within the North Tower on or before June 30, 2026; and

- iv. that, in the event all of the Inclusionary Units are not completed and available for occupancy within the North Tower on or before June 30, 2026, the South Tower IZ Reserved Units are occupied as Inclusionary Units until such time, if ever, that all of the Inclusionary Units are completed and available for occupancy in the North Tower.
- c. Nothing in ARDA 2.0 is intended to waive or reduce the obligations of Owner under Article 9 of the City of Burlington Comprehensive Development Ordinance, which is entitled “Inclusionary and Replacement Housing”.
- d. Owner may determine in its sole discretion to pursue (or not) the option to locate the entirety of the Inclusionary Units within the North Tower alone. Owner shall retain the option to locate Inclusionary Units within the South Tower as required by Article 9 of the City of Burlington Comprehensive Development Ordinance and ARDA 2.0.

9. TIF Financing.

- a. ARDA 2.0 Conditions to TIF Debt Issuance.
 - i. ARDA 2.0 sets forth certain conditions, including but not limited to those set forth in Section 4(c) of ARDA 2.0, to be met by various specified dates precedent to the City’s obligation to incur TIF debt as anticipated in ARDA 2.0. As set out in Section 3(a) of the First Amendment, the Parties acknowledged that certain of such conditions had been timely met, while others of such conditions had not been met and would not be met prior to June 30, 2023 – the last day pursuant to State legislation by which the City could issue TIF debt.
 - ii. The Parties acknowledge that the unmet conditions precedent remain unmet as of the Effective Date of this Second Amendment because Owner has yet to finalize its development or financing plans for the Revised Project beyond the Podium. As a result of that fact, the City remains unable to determine the Available TIF Amount because the Available TIF Amount is intended to be determined based on the tax increment that would be generated by more than the Podium. Stated another way: although Owner has provided a TIF Construction Contract in an amount sufficient to satisfy the conditions to issuance of TIF debt, Owner has yet to enter into TIF Construction Contracts (or related financings and performance assurances as required under ARDA 2.0) to demonstrate sufficient future tax increment to support the issuance of TIF debt.
 - iii. The Parties acknowledge that ARDA 2.0 expressly provides the City the right (to be exercised, or not, in the City’s sole and absolute discretion) to waive (in whole or in part) or extend the dates by which the unmet conditions of Section 4(c) of ARDA 2.0 must be completed.
- b. Interim TIF Financing. Pursuant to and subject to the terms of the First Amendment,

the City issued the Interim TIF Debt in the principal amount of \$18,840,000 in full compliance with the legislative requirements and VEPC approvals for the issuance of the TIF debt prior to June 30, 2023. The Interim TIF Debt will mature on May 31, 2024. The issuance of the Interim TIF Debt, in effect, provided Owner additional time to finalize its development and financing plans for the Revised Project and thus allowed the City additional time to determine the Available TIF Amount on which the City could issue permanent TIF debt.

c. Extension of Interim TIF Financing.

- i. As provided in and subject to the terms of Section 3(c) of the First Amendment, the City agreed that upon maturity of the Interim TIF Debt the City would refinance the Interim TIF Debt by issuing new interim TIF debt or permanent TIF debt in an amount that was supportable by the Available TIF Amount, with Owner remaining obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same had been extended by the City as provided in Section 3(d) of the First Amendment), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt or permanent TIF debt, and with the Parties further agreeing to cooperate to amend the TIF Debt Escrow Agreement if necessary to address the new interim TIF debt or permanent TIF debt.
- ii. As provided in the First Amendment, City's agreement to issue new interim TIF debt or permanent TIF debt was made subject to Owner having satisfied the remaining conditions to the City's obligation to incur TIF debt as anticipated in ARDA 2.0 no later than March 31, 2024.
- iii. As of the Effective Date of this Second Amendment, Owner anticipates that it will not be able to fully satisfy the remaining conditions to the City's obligation to incur TIF debt as anticipated in ARDA 2.0 by March 31, 2024.
- iv. Pursuant to its reserved authority under ARDA 2.0, the City hereby extends the time to satisfy the unmet conditions to the issuance of the TIF debt set forth in Section 4(c) of ARDA 2.0 to September 30, 2024. If Owner is in default of ARDA 2.0, as amended, then in such event (in addition to the City's other remedies under ARDA 2.0, as amended, and at law and in equity) the City may unilaterally impose new deadlines for the satisfaction of any such unmet conditions. Owner agrees that the City's limited agreement in this Second Amendment to extend the time for the satisfaction of certain conditions set forth in the ARDA 2.0 will not be construed to require the City to grant any future such extension or modification.
- v. Subject to the terms and conditions set forth below in this Section 9(c)(v), and provided Owner shall not be in default of any material obligations under ARDA 2.0, as amended, the City will, upon maturity of the Interim TIF Debt, refinance the Interim TIF Debt by issuing new interim TIF debt in the

principal amount of \$18,840,000. Owner will remain obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same have been extended by the City as provided in Section 9(c)(iv)), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt as follows:

1. Owner will maintain the Minimum Escrow Balance of \$500,000 in the TIF Debt Escrow Account held by Community Bank, N.A. pursuant to the TIF Debt Escrow Agreement. Notwithstanding the foregoing, if at any time while the Interim TIF Debt is outstanding the interest rate the City earns on the proceeds of the Interim TIF Debt drops below two percent (2%), Owner shall, within fifteen (15) business days following notice of the same from the City, increase the Minimum Escrow Balance to an amount equal to \$760,000.
2. The City will credit any net income earned by the City through the investment of the proceeds of the Interim TIF Debt against Owner's obligation to pay TIF Borrowing Costs with respect to the Interim TIF Debt.
3. On or before the date that is sixty (60) days prior to the maturity date of the Interim TIF Debt (as reissued), or, as applicable, the refinancing of the Interim TIF Debt, the City will invoice Owner for the Net TIF Borrowing Costs, if any, expected to be due at maturity of the Interim TIF Debt (as reissued), or, as applicable, upon refinancing. Following the maturity of the Interim TIF Debt (as reissued), or, as applicable, the refinancing of the Interim TIF Debt, the City will invoice Owner for any remaining Net TIF Borrowing Costs incurred by the City through maturity of the Interim TIF Debt (as reissued), or, as applicable, upon refinancing, and not previously reimbursed by Owner.
4. Owner will pay the City such invoiced amounts within fifteen (15) business days of Owner's receipt of the invoices, and the Owner may draw on the TIF Debt Escrow Account to do so. If Owner fails to timely pay any properly invoiced amount(s), the City shall have the right to demand payment from the TIF Debt Escrow Account, and pursuant to the TIF Debt Escrow Agreement, the TIF Debt Escrow Agent shall pay the City such amount(s) within five (5) business days of TIF Debt Escrow Agent's receipt of the City's demand.
5. The TIF Debt Escrow Agreement will terminate upon final satisfaction by Owner of the TIF Borrowing Costs incurred with respect to the Interim TIF Debt (as reissued) and any remaining funds, if any, in the TIF Debt Escrow Account shall be returned to Owner within fifteen (15) days of such satisfaction of the TIF Borrowing Costs incurred.

d. Permanent TIF Financing.

- i. Owner will proceed diligently to enter into TIF Construction Contracts (and related financings and performance assurances as required by ARDA 2.0) for all Phases of the Revised Project, including, without limitation, the full scope of the Public Improvements consistent with Owner's obligation to complete the Public Improvements prior to the Outside PI Completion Date.
- ii. Thereafter, the City will determine the Available TIF Amount in coordination with Owner following the City's receipt of sufficient information (e.g. applicable TIF Construction Contracts, and final program including uses, square footage and unit/room counts with associated floor plans) from Owner to enable the City to make such determination.
- iii. Subject to Section 9(d)(iv) below, following satisfaction of the conditions set forth in Sections 9(d)(i) and (ii) above, if ever, and provided Owner shall not be in default of any material obligations under ARDA 2.0, as amended, the City will, upon maturity of the Interim TIF Debt (as reissued), or sooner at the City's election, refinance the Interim TIF Debt (as reissued) by issuing new interim TIF debt or permanent TIF debt in an amount that is supportable by the Available TIF Amount. Owner will remain obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same have been extended by the City as provided herein), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt or permanent TIF debt, and the Parties will cooperate to amend the TIF Debt Escrow Agreement if necessary to address the new interim TIF debt or permanent TIF debt.
- iv. Notwithstanding anything to the contrary, if (A) the conditions set forth in Sections 9(c)(i) and (ii) above are not satisfied prior to September 30, 2024 and/or (B) Owner defaults under ARDA 2.0, as amended, the City will have, in addition to all of its remedies under ARDA 2.0, as amended, and otherwise at law or in equity, no obligation to issue further TIF debt including, without limitation, the permanent TIF debt, and the City shall not be obligated to reimburse Owner, and Owner shall have no right to reimbursement from the City, for TIF Eligible Costs. In no event shall the failure of the above-stated conditions to be satisfied eliminate, diminish, or otherwise affect the obligation of Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project.

10. Municipal Fees. Owner acknowledges that it has received the full benefit of Section 4(i)(i)(A) of ARDA 2.0 and that Owner will be responsible to pay municipal zoning fees for any future amendments to the Revised Project and without credit given under Section 4(i)(i)(B) of ARDA 2.0.

11. Ratification of ARDA 2.0. Any conflict between the terms of this Second Amendment and ARDA 2.0 will be resolved in favor of this Second Amendment. Except as expressly

modified by the terms of this Second Amendment, the terms of ARDA 2.0 remain in full force and effect and are hereby ratified and affirmed by the Parties. Except as expressly set forth herein, this Second Amendment does not waive or modify any rights or obligations under ARDA 2.0.

12. Counterparts. This Second Amendment may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though one originally executed document. Signatures to this Second Amendment transmitted by electronic means shall be valid and effective to bind the Party so signing.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Second Amendment is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

CITYPLACE PARTNERS LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2024 personally appeared _____, to me known, being the Managing Member of Cityplace Partners LLC, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires: _____
Commission Number: _____

CITY OF BURLINGTON

By: _____
Name: Miro Weinberger
Title: Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____. 2024 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me _____
Notary Public
Commission Expires: _____
Commission Number: _____