

Exhibit 1
Purchase and Sale Agreement dated March 8, 2018

EXHIBIT C

**ASSIGNMENT
(of Purchase and Sale Agreement dated March 8, 2018)**

This Assignment ("Assignment") is entered into by and between the **TOWN OF LYONS, COLORADO**, a municipal corporation of the State of Colorado ("**Town**"), and Summit Housing Group, Inc. a Montana Corporation having a principal office address of 283 W. Front Street ("**Assignee**").
Missoula MT 59802

WHEREAS, the Town is a party to that certain Purchase and Sale Agreement dated March 8, 2018 concerning the acquisition of TRACT A, LYONS VALLEY PARK – FILING NO. 8, COUNTY OF BOULDER, STATE OF COLORADO, a copy of which is attached to this Assignment as **Exhibit 1** and is incorporated herein by reference ("Purchase Agreement"); and

WHEREAS, Section 23.a. of the Purchase Agreement authorizes the Town to assign the Purchase Agreement to an entity selected and designated by the Town; and

WHEREAS, the Board of Trustees of the Town has selected and designated Assignee as the party to whom the Town desires to assign the Purchase Agreement; and

WHEREAS, in connection with the foregoing, the Town desires to sell, transfer, convey and assign, effective as of the date set forth above, all right, title, and interest of the Town, if any, in and to the Purchase Agreement to the Assignee, as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town hereby grants, sells, transfers and assigns unto Assignee, the Purchase Agreement (as defined above), and Assignee hereby expressly assumes each and every term, covenant and condition of the Purchase Agreement and covenants to perform all of the duties and obligations of the Town set forth in the Purchase Agreement which arise from and after the date of this Assignment.

This Assignment shall be binding upon the Town and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns; this Assignment, however, is not intended to confer any right or remedies upon any person other than the parties hereto and their successors and assigns. There are no third-party beneficiaries of this Assignment. This Assignment shall be governed and interpreted by the laws of the State of Colorado, without regard to its conflict of laws principles which would result in the applicable of any laws of any state other than the State of Colorado.

Assignee hereby accepts the Assignment of the Purchase Agreement. This Assignment shall be effective as of the date of mutual execution of this Assignment by the Town and Assignee ("Effective Date"). The Town shall provide a copy of this Assignment to the "Seller" under the Purchase Agreement, being Lyons Valley Park, Inc., within five (5) business days of the Effective Date.

[signature page follows]

