

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES,  
LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Docket Ref. Nos. 937, 938, & 1626

**CERTIFICATION OF COUNSEL REGARDING  
ORDER (I) AUTHORIZING THE SALE OF 158A SEEBURG CIRCLE,  
CARBONDALE, COLORADO PROPERTY OWNED BY THE DEBTORS FREE AND  
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS;  
(II) APPROVING THE RELATED PURCHASE AGREEMENT; AND  
(III) GRANTING RELATED RELIEF**

The undersigned hereby certifies as follows:

1. On April 10, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Debtors’ Motion for Entry of an Order (I) Authorizing the Sale of 158A Seeburg Circle, Carbondale, Colorado Property Owned by the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Approving the Related Purchase Agreement; and (III) Granting Related Relief* [Docket No. 937] (the “Motion”).<sup>2</sup> Attached as Exhibit A to the Motion was a proposed form of order (the “Proposed Order”).

2. Pursuant to the Notice of Motion, the deadline to file objections or responses to the Motion (the “Objection Deadline”) was April 24, 2018, at 4:00 p.m. (ET). Prior

<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing and claims agent at [www.gardencitygroup.com/cases/WGC](http://www.gardencitygroup.com/cases/WGC), or by contacting the undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used herein, but not otherwise defined, have the meanings given to them in the Motion.

to the Objection Deadline, Xiaoqing Wang, Provident Trust Group, LLC FBO Ronald G. Haupt Roth IRA, Gary L. Harder, Marilyn and Saul Lerman, Dan G. Gross and Linda A. Gross, Robert L. Gross and Lauren G. Gross, Mainstar Trust, Custodian FBO Danny E. Solowy, Laurence C. Power, and Robert T. Cassidy (the “Noteholders”), collectively, filed a reservation of rights to the Motion [Docket No. 1626]. In addition, prior to the Objection Deadline, the Debtors received informal comments from the Noteholder Group. No other objections or responses were received on or before the Objection Deadline.

3. As a result of discussions with counsel to the Noteholders and the Noteholder Group, the Debtors have revised the Proposed Order (the “Revised Proposed Order”) to resolve the issues raised by the Noteholders and the Noteholder Group. Attached hereto as Exhibit I is the Revised Proposed Order.<sup>3</sup> The Debtors submit that the Revised Proposed Order is appropriate and consistent with the relief requested in the Motion and the Debtors’ discussions with the Noteholders and the Noteholder Group, and that entry of the Revised Proposed Order is in the best interests of the Debtors, their estates, and their creditors. Neither the Noteholders nor the Noteholder Group opposes the entry of the Revised Proposed Order.

*[Remainder of Page Intentionally Left Blank]*

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<sup>3</sup> For ease of reference, attached hereto as Exhibit II is a copy of the Revised Proposed Order marked against the Proposed Order (the “Blackline”).

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Proposed Order at its earliest convenience without further notice or a hearing.

Dated: April 26, 2018  
Wilmington, Delaware

/s/ Ian J. Bambrick

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*Counsel for the Debtors and Debtors in Possession*

**EXHIBIT I**

**Revised Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES,  
LLC, et al.,<sup>1</sup>

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket No. 937, 938, & \_\_\_\_\_

**ORDER (I) AUTHORIZING THE SALE OF 158A SEEBURG CIRCLE, CARBONDALE, COLORADO PROPERTY OWNED BY THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING RELATED PURCHASE AGREEMENT; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") in these chapter 11 cases (the "Chapter 11 Cases") for entry of an order (i) authorizing the sale (the "Sale") of certain real property owned by the Debtor Pepperwood Investments, LLC (the "Seller") located at 158A Seeburg Circle, Carbondale, Colorado (the "Land"), together with Seller's right, title, and interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the "Improvements" and together with the Land, the "Real Property"), and any and all of the Seller's right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the Closing (collectively, the "Personal Property" and, together with the Real Property, the "Property") on an "as is, where is" basis, free and clear of any and all liens, claims, encumbrances, and other interests to Jeffery Clough (together with any

<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors' noticing and claims agent at [www.gardencitygroup.com/cases/WGC](http://www.gardencitygroup.com/cases/WGC), or by contacting the undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning assigned to such terms in the Motion.

assignee, the “Purchaser”) pursuant to the terms and conditions of that certain Contract to Buy and Sell Real Estate dated as of March 16, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 hereto; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and upon the record of these Chapter 11 Cases; and it appearing that the relief requested in the Motion is appropriate in the context of these Chapter 11 Cases and in the best interests of the Debtors and their respective estates, their creditors, and all other parties-in-interest; and it appearing that notice of the Motion was adequate and proper under the circumstances of these Chapter 11 Cases, and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Purchase Agreement is authorized and approved in its entirety.
3. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors are authorized, in their discretion and in the exercise of their business judgment, to sell the Property pursuant to the Purchase Agreement free and clear of all liens, claims, interests, and encumbrances, to perform all obligations under the Purchase Agreement (including payment of the Broker Fees and the Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors’ good faith business judgment to

effectuate closing of the Sale, and that any actions taken by the Debtors necessary or desirable to consummate such transactions prior to the entry of this Order are hereby ratified.

4. The Debtors and any intermediary financial institution, title company, and closing attorney participating in the closings of the Sale are authorized to transfer title and deed property, and take any other actions as may be necessary to transfer ownership of the Property to the Purchaser.

5. All persons and entities holding liens, claims, interests or encumbrances with respect to the Property are hereby barred from asserting such Interests against the Purchaser, its successors or assigns, or the Property.

6. All proceeds of the Sale (net of the Broker Fees and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the *Final Order on Debtors' Motion for Entry of Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief* (the "Final DIP Order"); *provided, however*, that the portion of net proceeds not required to be reserved by the Debtors pursuant to the Final DIP Order, *i.e.*, 90% of the net proceeds of the Sale, shall be used by the Debtors to retire third-party secured debt on real property owned by a Debtor entity.

7. The Debtors are authorized and empowered to (i) pay the Seller's Broker Fee to The Property Shop, Inc. in an amount up to 3% of the gross sale proceeds, and (ii) pay the Cooperating Broker Fee to Sotheby's in an amount up to 3% of the gross sale proceeds.

8. The Purchase Agreement is undertaken by the Debtors and Purchaser in good faith and that, pursuant to Bankruptcy Code section 363(m), the reversal or modification on appeal of any sale consummated pursuant to the terms of this Order shall not affect the validity of such sale unless such sale was stayed pending appeal.

9. Filing of a copy of this Order in the county in which the Property is situated may be relied upon by all title insurers in order to issue title insurance policies on the Property.

10. Any title insurer, escrow agent, or other intermediary participating in a closing of the Sale of the Property is authorized to disburse all funds at the closing of the Sale pursuant to the applicable settlement statement or escrow instructions provided by the parties to such Sale.

11. The Debtors shall be authorized and empowered to take any necessary actions to implement and effectuate the terms of this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h).

13. The terms and provisions of this Order and any actions taken pursuant hereto shall (i) survive entry of any order converting the Debtors' cases to chapter 7 or dismissing the Debtors' cases (or any of them), and (ii) continue in this or any superseding case under the Bankruptcy Code of any of the Debtors.

14. The provisions of this Order shall be binding upon the Debtors and their successors and assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative of the Debtors or with respect to property of the estates of the Debtors, whether under chapter 11 of the Bankruptcy Code, any confirmed plan, or any subsequent chapter 7 case.



15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and to have satisfied Bankruptcy Rule 6004(a).

16. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the interpretation and implementation of this Order.

Dated: \_\_\_\_\_, 2018  
Wilmington, Delaware

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Purchase Agreement**

Aspen Snowmass | Sotheby's Aspen Snowmass Sotheby's  
INTERNATIONAL REALTY Laura Gee Laura.Gee@SothebysRealty.com  
Ph: 970-948-8568

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-6-15) (Mandatory 1-16)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**CONTRACT TO BUY AND SELL REAL ESTATE  
(RESIDENTIAL)**

Date: 3/16/2018

**AGREEMENT**

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** Buyer, Jeffery Clough, will take title to the Property described below as

Joint Tenants  Tenants In Common  Other n/a.

**2.2. No Assignability.** This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** Seller, Pepperwood Investments, LLC, is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of Garfield, Colorado:

ASPEN GLEN FLG 1 Lot: D-40A Section: 20 Township: 7 Range: 88 Subdivision:

known as No. 158 Seeburg Circle, A Carbondale, CO 81601,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including Any and all remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**):  None  Solar Panels  Water Softeners  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: All fixtures and appliances, including but not limited to the washer and dryer, dishwasher, refrigerator, range/oven and microwave that are physically in the Property as of the date of this Contract are considered to be included with this sale. All furniture, decorations, and art that are currently staged with the property as of the date of this contract will be included with the sale. A list of all the included furniture and art will be provided within 7 business days after MEC.

80 **2.5.5. Parking and Storage Facilities.**  Use Only  Ownership of the following parking  
 81 facilities: n/a; and  Use Only  Ownership of the following storage facilities:  
 82 n/a.  
 83

84 **2.6. Exclusions.** The following items are excluded (Exclusions): n/a  
 85  
 86

87 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

88  **2.7.1. Deeded Water Rights.** The following legally described water rights:  
 89 n/a  
 90

91 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

92  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§  
 93 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: n/a  
 94

95  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer  
 96 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used  
 97 for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the  
 98 well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department  
 99 of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the  
 100 cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must  
 101 file the form with the Division within sixty days after Closing. The Well Permit # is n/a.  
 102

103  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as  
 104 follows: n/a  
 105

106 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights  
 107 Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights  
 108 to Buyer by executing the applicable legal instrument at Closing.  
 109  
 110

111 **3. DATES AND DEADLINES.**  
 112  
 113  
 114

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	<b>3 Business Days After MEC</b>
<b>Title</b>			
2	§ 8.1	Record Title Deadline	<b>7 Days After MEC</b>
3	§ 8.2	Record Title Objection Deadline	<b>21 Days After MEC</b>
4	§ 8.3	Off-Record Title Deadline	<b>7 Days After MEC</b>
5	§ 8.3	Off-Record Title Objection Deadline	<b>21 Days After MEC</b>
6	§ 8.4	Title Resolution Deadline	<b>25 Days After MEC</b>
7	§ 8.6	Right of First Refusal Deadline	<b>21 Days After MEC</b>
<b>Owners' Association</b>			
8	§ 7.3	Association Documents Deadline	<b>7 Days After MEC</b>
9	§ 7.4	Association Documents Objection Deadline	<b>21 Days After MEC</b>
<b>Seller's Property Disclosure</b>			
10	§ 10.1	Seller's Property Disclosure Deadline	<b>Not provided due to Seller in Bankruptcy</b>
<b>Loan and Credit</b>			
11	§ 5.1	Loan Application Deadline	<b>Completed</b>
12	§ 5.2	Loan Objection Deadline	<b>30 Days After MEC</b>
13	§ 5.3	Buyer's Credit Information Deadline	<b>n/a</b>
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<b>n/a</b>
15	§ 5.4	Existing Loan Documents Deadline	<b>n/a</b>
16	§ 5.4	Existing Loan Documents Objection Deadline	<b>n/a</b>
17	§ 5.4	Loan Transfer Approval Deadline	<b>n/a</b>
18	§ 4.7	Seller or Private Financing Deadline	<b>n/a</b>
<b>Appraisal</b>			
19	§ 6.2	Appraisal Deadline	<b>25 Days After MEC</b>
20	§ 6.2	Appraisal Objection Deadline	<b>27 Days After MEC</b>
21	§ 6.2	Appraisal Resolution Deadline	<b>30 Days After MEC</b>
<b>Survey</b>			

22	§ 9.1	New ILC or New Survey Deadline	<b>17 Days After MEC</b>	
23	§ 9.3	New ILC or New Survey Objection Deadline	<b>21 Days After MEC</b>	
24	§ 9.4	New ILC or New Survey Resolution Deadline	<b>25 Days After MEC</b>	
<b>Inspection and Due Diligence</b>				
25	§ 10.3	Inspection Objection Deadline	<b>21 Days After MEC</b>	
26	§ 10.3	Inspection Resolution Deadline	<b>25 Days After MEC</b>	
27	§ 10.5	Property Insurance Objection Deadline	<b>25 Days After MEC</b>	
28	§ 10.6	Due Diligence Documents Delivery Deadline	<b>7 Days After MEC</b>	
29	§ 10.6	Due Diligence Documents Objection Deadline	<b>21 Days After MEC</b>	
30	§ 10.6	Due Diligence Documents Resolution Deadline	<b>25 Days After MEC</b>	
31	§ 10.7	Conditional Sale Deadline	<i>n/a</i>	
<b>Closing and Possession</b>				
32	§ 12.3	Closing Date	<b>See Additional Provision 30.2</b>	
33	§ 17	Possession Date	<b>Upon Closing</b>	
34	§ 17	Possession Time	<b>After Successful Closing</b>	
35	§ 28	<b>Acceptance Deadline Date</b>	<b>3/30/2018</b>	Friday
36	§ 28	<b>Acceptance Deadline Time</b>	<b>5:00 MST</b>	
37	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	
38	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	

**Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal** deadlines do **Not** apply to **FHA** insured or **VA** guaranteed loans.

**3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

#### 4. PURCHASE PRICE AND TERMS.

**4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	<b>\$800,000.00</b>	
2	§ 4.3	Earnest Money		<b>\$15,000.00</b>
3	§ 4.5	New Loan		<b>\$640,000.00</b>
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	<i>n/a</i>	<i>n/a</i>		
8	<i>n/a</i>	<i>n/a</i>		
9	§ 4.4	Cash at Closing		<b>\$145,000.00</b>
10		<b>TOTAL</b>	<b>\$800,000.00</b>	<b>\$800,000.00</b>

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ *n/a* (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

**4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a **check or wire transfer**, will be payable to and held by **Commonwealth Title, Glenwood Springs** (Earnest Money Holder),

238 in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer,  
 239 with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment.  
 240 The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing  
 241 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest  
 242 Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
 243 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited  
 244 with the Earnest Money Holder in this transaction will be transferred to such fund.

245  
 246  
 247 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if  
 248 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

249 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,  
 250 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set  
 251 forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt  
 252 of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual  
 253 instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

254  
 255 **4.4. Form of Funds; Time of Payment; Available Funds.**

256  
 257 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan  
 258 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,  
 259 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good  
 260 Funds).

261  
 262 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid  
 263 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow  
 264 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer  
 265 represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have funds that are immediately  
 266 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

267  
 268 **4.5. New Loan.**

269  
 270 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely  
 271 pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

272 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and  
 273 acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30  
 274 (Additional Provisions).

275  
 276 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of  
 277 loans:  **Conventional**  **FHA**  **VA**  **Bond**  **Other** *Loan terms acceptable to Buyer.*

278  
 279 **4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review  
 280 the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender  
 281 generally must provide Buyer with a good faith estimate of Buyer's closing costs within three days after Buyer  
 282 completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage  
 283 payment.

284  
 285 **4.6. Assumption.** (Omitted as inapplicable)

286  
 287  
 288 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

289  
 290 **TRANSACTION PROVISIONS**

291  
 292 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

293  
 294 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new  
 295 loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must  
 296 make an application verifiable by such lender, on or before **Loan Application Deadline** and exercise reasonable  
 297 efforts to obtain such loan or approval.

298  
 299 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
 300 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to  
 301 Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This  
 302 condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan**  
 303 **Objection Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER**  
 304 **IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE,**  
 305 **BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g.,  
 306 Appraisal, Title, Survey).

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 308 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for  
 309 the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval  
 310 will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit**  
 311 **Information Deadline**, at Buyer's expense, information and documents (including a current credit report)  
 312 concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's  
 313 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held  
 314 by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash  
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317 at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or  
 318 before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective  
 319 discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit**  
 320 **Information Deadline**.

321 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies  
 322 of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan**  
 323 **Documents Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval  
 324 of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing**  
 325 **Loan Documents Objection Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's  
 326 sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
 327 conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in §  
 328 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such  
 329 deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective  
 330 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such  
 331 compliance as set forth in § 4.6.  
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## 337 6. APPRAISAL PROVISIONS.

338 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser,  
 339 engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The  
 340 Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the  
 341 Property as a condition for the Property to be valued at the Appraised Value.

342 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective  
 343 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

344 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is  
 345 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer  
 346 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

347 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

348 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a  
 349 copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase  
 350 Price.  
 351

352 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before  
 353 **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or  
 354 before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**,  
 355 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or  
 356 before expiration of **Appraisal Resolution Deadline**.

357 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the  
 358 purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any  
 359 penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in  
 360 accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner,  
 361 Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property  
 362 of not less than \$ *n/a*. The purchaser (Buyer) shall have the privilege and option of proceeding with the  
 363 consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is  
 364 arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.  
 365 HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy  
 366 himself/herself that the price and condition of the Property are acceptable.  
 367

368 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the  
 369 purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to  
 370 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the  
 371 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall,  
 372 however, have the privilege and option of proceeding with the consummation of this Contract without regard to the  
 373 amount of the reasonable value established by the Department of Veterans Affairs.

374 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or  
 375 repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof  
 376 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to  
 377 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt  
 378 of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not  
 379 apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement  
 380 regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction  
 381 of the Lender Requirements is waived in writing by Buyer.  
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390 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely  
 391 paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal  
 392 management company, lender's agent or all three.  
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396 7. **OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common  
 397 Interest Community and subject to such declaration.

398 7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A  
 399 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE  
 400 OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION  
 401 FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF  
 402 THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE  
 403 FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY  
 404 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE  
 405 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT.  
 406 THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT  
 407 THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY  
 408 THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE  
 409 ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD  
 410 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS  
 411 SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES  
 412 AND REGULATIONS OF THE ASSOCIATION.

413 7.2. **Owners' Association Documents.** Owners' Association Documents (Association Documents)  
 414 consist of the following:

415 7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of  
 416 organization, operating agreements, rules and regulations, party wall agreements;

417 7.2.2. Minutes of most recent annual owners' meeting;

418 7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately  
 419 preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§  
 420 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and

421 7.2.4. The most recent financial documents which consist of: (1) annual and most recent  
 422 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve  
 423 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

424 7.3. **Association Documents to Buyer.**

425 7.3.1. **Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the  
 426 Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes  
 427 the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide  
 428 the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who  
 429 provides such documents.

430 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer  
 431 has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on  
 432 any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should  
 433 Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has  
 434 the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after  
 435 Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's  
 436 Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to  
 437 Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate  
 438 within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives  
 439 any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or  
 440 Contract Approval).

441 8. **TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

442 8.1. **Evidence of Record Title.**

443  8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title  
 444 insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title**  
 445 **Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title  
 446 Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title** certified  
 447 to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as  
 448 practicable at or after Closing.

449  8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title  
 450 insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title**  
 451 **Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment),  
 452 in an amount equal to the Purchase Price.

453 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

454 8.1.3. **Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain  
 455 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure  
 456 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey  
 457 matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of  
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475 commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax  
 476 sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by Buyer   
 477 **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** *n/a*.

478 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or  
 479 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a  
 480 New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is  
 481 not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title, Resolution).  
 482

483 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,  
 484 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents  
 485 (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title  
 486 Commitment furnished to Buyer (collectively, Title Documents).  
 487

488 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,  
 489 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the  
 490 clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents  
 491 required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance  
 492 policy.  
 493

494 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title  
 495 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**  
 496 **Deadline**.  
 497

498 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment  
 499 and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title**  
 500 **Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment  
 501 or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective  
 502 discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the  
 503 **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a  
 504 copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the  
 505 earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required  
 506 Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title  
 507 Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or  
 508 Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the  
 509 provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any,  
 510 to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's  
 511 Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the  
 512 condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.  
 513

514 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies  
 515 of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements,  
 516 liens (including, without limitation, governmental improvements approved, but not yet installed) or other title  
 517 matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller  
 518 has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third  
 519 party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
 520 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory  
 521 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's  
 522 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-  
 523 Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or  
 524 ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to  
 525 Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this  
 526 Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not  
 527 receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer  
 528 accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.  
 529

530 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not  
 531 limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in  
 532 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer  
 533 has the following options:  
 534

535 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title  
 536 matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a  
 537 written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of  
 538 **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection  
 539 (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on  
 540 or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title  
 541 Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by  
 542 Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be  
 543 automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or  
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545 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §  
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554 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective  
555 discretion.

556 **8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**  
557 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON**  
558 **THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**  
559 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT**  
560 **WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE**  
561 **SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE**  
562 **THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE**  
563 **COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY**  
564 **OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY**  
565 **CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

566 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on  
567 any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective  
568 discretion.

569 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a  
570 right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
571 such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve  
572 disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or  
573 the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in  
574 writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not  
575 occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

576 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should  
577 be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title,  
578 ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back  
579 requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and  
580 other unrecorded agreements, water on or under the Property, and various laws and governmental regulations  
581 concerning land use, development and environmental matters.

582 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
583 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**  
584 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**  
585 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**  
586 **GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH**  
587 **INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO**  
588 **ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

589 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**  
590 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**  
591 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY**  
592 **CLERK AND RECORDER.**

593 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**  
594 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL**  
595 **COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING**  
596 **WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**

597 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
598 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
599 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
600 **AND GAS CONSERVATION COMMISSION.**

601 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted,  
602 excluded from, or not covered by the owner's title insurance policy.

603 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters  
604 as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record**  
605 **Title Objection Deadline**).

## 606 9. NEW ILC, NEW SURVEY.

607 **9.1. New ILC or New Survey.** If the box is checked, a  **New Improvement Location Certificate (New**  
608 **ILC)**  **New Survey** in the form of [Improvement Survey Plat](#) is required and the following will apply:

609 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New  
610 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,  
611 certified and updated as of a date after the date of this Contract.

612 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on  
613 or before Closing, by:  **Seller**  **Buyer** or: n/a

614 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the  
615 provider of the opinion of title if an Abstract of Title), and n/a will receive a New ILC or New Survey on or before  
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**New ILC or New Survey Deadline.**

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

**DISCLOSURE, INSPECTION AND DUE DILIGENCE**

**10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, BUYER DISCLOSURE AND SOURCE OF WATER.**

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

**10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:

**10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

**10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

**10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

**10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in

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712 Buyer's sole subjective discretion.

713 **10.6. Due Diligence.**

714 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver  
715 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer  
716 on or before **Due Diligence Documents Delivery Deadline**:

717  **10.6.1.1.** All current leases, including any amendments or other occupancy agreements,  
718 pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive  
719 Closing are as follows (Leases): n/a

720  **10.6.1.2.** Other documents and information:

721 n/a

722 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and  
723 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are  
724 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**  
725 **Objection Deadline**:

726 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

727 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of  
728 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

729 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is  
730 received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not  
731 agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this  
732 Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written  
733 withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due**  
734 **Diligence Documents Resolution Deadline**.

735 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that  
736 certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 25.1  
737 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such  
738 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not  
739 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to  
740 Terminate under this provision.

741 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer   
742 **Does**  **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of  
743 Water Addendum disclosing the source of potable water for the Property.  There is **No Well**. Buyer  **Does**   
744 **Does Not** acknowledge receipt of a copy of the current well permit.

745 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**  
746 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED**  
747 **SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

748 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater  
749 or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping  
750 purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an  
751 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as  
752 required by the applicable building code.

753 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more  
754 residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract is void unless  
755 (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate licensees  
756 and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when this Contract is  
757 signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form  
758 signed by Seller and the real estate licensees.

759 **10.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever  
760 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such  
761 fact. No disclosure is required if the Property was remediated in accordance with state standards and other  
762 requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to  
763 engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a  
764 methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's  
765 written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that  
766 indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the  
767 standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer  
768 must promptly give written notice to Seller of the results of the test.

769 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

CLOSING PROVISIONS

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**12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

**12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

**12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with this Contract.

**12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by **Title Company, Buyer and Seller.**

**12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient **Special Warranty** deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

**13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,

**13.2.** Distribution utility easements (including cable TV),

**13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

**13.4.** Inclusion of the Property within any special taxing district, and

**13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

**13.6.** Other **n/a.**

**14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

**15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

**15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

**15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other **n/a.**

**15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by None Buyer Seller

One-Half by Buyer and One-Half by Seller. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) must be paid by None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

**15.4. Local Transfer Tax.**  The Local Transfer Tax of **n/a** % of the Purchase Price must be paid at Closing by None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

**15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s): **n/a** in the total amount of **n/a**% of the Purchase Price or \$ **n/a.**

**15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ **n/a** for:

Water Stock/Certificates  Water District

Augmentation Membership  Small Domestic Water Company  **n/a** and must be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller

870 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must  
 871 be paid when due by  **None**  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller.**  
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 874 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

875 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general  
 876 real estate taxes for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding**  
 877 **Closing**  **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable  
 878 qualifying seniors property tax exemption, qualifying disabled veteran exemption or  **Other** *n/a*.  
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880 **16.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued**. At Closing, Seller will  
 881 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions,  
 882 and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to  
 883 Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.  
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885 **16.3. Association Assessments.** Current regular Association assessments and dues (Association  
 886 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular  
 887 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may  
 888 be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the  
 889 Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to  
 890 **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller**. Except however, any special  
 891 assessment by the Association for improvements that have been installed as of the date of Buyer's signature  
 892 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the  
 893 Association Assessments are currently payable at approximately \$ **1683.00** per **year** and that there are no unpaid  
 894 regular or special assessments against the Property except the current regular assessments and *n/a*. Such  
 895 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request  
 896 the Association to deliver to Buyer before **Closing Date** a current Status Letter.  
 897

898 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and *n/a*.  
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900 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.  
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 905 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at  
 906 **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

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 909 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be  
 910 additionally liable to Buyer for payment of \$ **500.00** per day (or any part of a day notwithstanding § 18.1) from  
 911 **Possession Date** and **Possession Time** until possession is delivered.

912 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following  
 913 box is checked, then Buyer  **Does Not** represent that Buyer will occupy the Property as Buyer's principal  
 914 residence.  
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 917  If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.  
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#### GENERAL PROVISIONS

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 922 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

923 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United  
 924 States Mountain Time (Standard or Daylight Savings as applicable).  
 925

926 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is  
 927 not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls  
 928 on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be  
 929 extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline  
 930 will not be extended.  
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934 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;**  
 935 **AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be  
 936 delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.  
 937

938 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other  
 939 perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price  
 940 (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid  
 941 by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the  
 942 Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** if the  
 943 Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out  
 944 this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that  
 945 were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus  
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949 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price.  
 950 In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the  
 951 **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to  
 952 Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2)  
 953 the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to  
 954 escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
 955 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance  
 956 claim.  
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 959 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and  
 960 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or  
 961 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier,  
 962 then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and  
 963 quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or  
 964 Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering  
 965 such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
 966 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing**  
 967 **Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such  
 968 Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right  
 969 for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of  
 970 pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such  
 971 Inclusions.  
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 974 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending  
 975 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify  
 976 Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before  
 977 **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to  
 978 consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a  
 979 credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or  
 980 Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.  
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 983 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to  
 984 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions  
 985 complies with this Contract.  
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 988 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller  
 989 acknowledge that the respective broker has advised that this Contract has important legal consequences and has  
 990 recommended the examination of title and consultation with legal and tax or other counsel before signing this  
 991 Contract.  
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 994 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in  
 995 this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including  
 996 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided  
 997 in this Contract or waived, the non-defaulting party has the following remedies:  
 998

999 **21.1. If Buyer is in Default:**

1000  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money  
 1001 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is  
 1002 not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional  
 1003 damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect  
 1004 and Seller has the right to specific performance or damages, or both.  
 1005

1006 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is**  
 1007 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller,  
 1008 and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not  
 1009 a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and  
 1010 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of  
 1011 this Contract. Seller expressly waives the remedies of specific performance and additional damages.  
 1012

1013 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest  
 1014 Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively,  
 1015 Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific  
 1016 performance or damages, or both.  
 1017

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 1019 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of  
 1020 any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must  
 1021 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.  
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 1024 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not  
 1025 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties  
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1028 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot  
 1029 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the  
 1030 settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of  
 1031 such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not  
 1032 resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at  
 1033 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either  
 1034 party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written  
 1035 notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.  
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1039 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release  
 1040 the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of  
 1041 any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest  
 1042 Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding  
 1043 between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent  
 1044 jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees  
 1045 incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a  
 1046 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the  
 1047 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money  
 1048 Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy  
 1049 of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the  
 1050 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**. This Section  
 1051 will survive cancellation or termination of this Contract.  
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1056 **25. TERMINATION.**

1057 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to  
 1058 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to  
 1059 Terminate), provided such written notice was received on or before the applicable deadline specified in this  
 1060 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to  
 1061 Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate  
 1062 under such provision.  
 1063  
 1064

1065 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received  
 1066 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and  
 1067 24.  
 1068

1069 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and  
 1070 specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior  
 1071 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No  
 1072 subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable  
 1073 unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or  
 1074 is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the  
 1075 predecessor's benefits and obligations of this Contract.  
 1076  
 1077  
 1078

1079 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

1080 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except  
 1081 as provided in § 27.2, and is effective when physically received by such party, any individual named in this  
 1082 Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with  
 1083 such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage  
 1084 Firm).  
 1085  
 1086

1087 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic  
 1088 form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the  
 1089 Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
 1090 received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or  
 1091 n/a.  
 1092

1093 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at  
 1094 the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the  
 1095 information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.  
 1096

1097 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in  
 1098 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a  
 1099 contract in Colorado for real property located in Colorado.  
 1100

1101 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by  
 1102 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such  
 1103 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If  
 1104 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be  
 1105  
 1106



executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

**29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of Water.**

**ADDITIONAL PROVISIONS AND ATTACHMENTS**

**30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

*1. Pending Litigation. Seller is a limited liability company wholly owned by Woodbridge Group of Companies, LLC ("Woodbridge"). Seller and Woodbridge have each filed petitions under chapter 11 of the Bankruptcy Code and there is pending litigation against and/or involving Seller and Woodbridge, which could affect the Property or Seller's ability to convey title to the Property or obtain a release of any deeds of trust encumbering the Property prior to Closing, including Case No. 17-12560-KJC in the United States Bankruptcy Court for the District of Delaware, as well as Case No. 17-24624-CIV, in the United States District Court, Southern District of Florida.*

*2. Approval of Bankruptcy Court. Seller is a Debtor in jointly-administered bankruptcy Case No. 17-12560-KJC in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). This Agreement, including Seller's obligation to transfer title free and clear of all liens in Paragraph 13, is expressly contingent upon the Bankruptcy Court's entry of a final, non-appealable order ("Sale Order") approving this Agreement on or prior to Closing, and any transaction(s) contained herein, including payment or escrow of the brokerage commission as well as the conveyance of the Property free and clear of all monetary liens and encumbrances. Seller will use reasonable efforts to file a motion for approval of this Agreement with the Bankruptcy Court promptly after all Buyer objection and resolution deadlines or any other contingency periods have lapsed, or after Buyer has waived all such deadlines or contingencies in writing. Both Buyer and Seller shall have a Right to Terminate, as defined in Section 25 of the Contract, if the Sale Order entered by the Bankruptcy Court is not reasonably acceptable to them; provided that Seller or Buyer, as the case may be, must exercise, in writing, such Right to Terminate on such grounds within two days following entry of the Sale Order. Additionally, Buyer has a Right to Terminate at any time after MEC+75 if the Sale Order has not yet been entered. Closing shall occur five (5) days after the Sale Order becomes final and non-appealable.*

*3. Paragraph 21.2 above shall be deleted and replaced with the following: 21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer. Said payment of Earnest Money is Buyer's Only Remedy for Seller's failure to perform the obligations of this Contract. Buyer expressly waives all additional remedies, including the remedies of specific performance and additional damages.*

**31. ATTACHMENTS.**

**31.1.** The following attachments **are a part** of this Contract:

*n/a*

**31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is attached.

**31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:

*n/a*

**SIGNATURES**

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Buyer: **Jeffery Clough**

**[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

*Frederick Chin*

Date: 3/16/2018

Seller: **Pepperwood Investments, LLC**  
**By: Frederick Chin**

32. COUNTER; REJECTION. This offer is  Countered  Rejected.  (clear selection)  
Initials only of party (Buyer or Seller) who countered or rejected offer

You will be able to view the [Initials Boxes](#) once you have clicked on [Countered](#) or [Rejected](#).

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  **Transaction-Broker** in this transaction.  This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other *n/a*.

Brokerage Firm's Name: **Aspen Snowmass Sotheby's**

*Laura J. Gee*

Date: 3/16/2018

Broker's Name: **Laura Gee**

Address: **201 Midland Avenue Basalt, CO 81621**

Ph: **970-948-8568** Fax: Email Address: **Laura.Gee@SothebysRealty.com**

**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  **Seller's Agent**  **Buyer's Agent**  **Transaction-Broker** in this transaction.  This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other n/a**.  
Brokerage Firm's Name: **The Property Shop Inc.**

*Jennifer VanDyke*

Date: **3/16/2018**

Broker's Name: **Jennifer VanDyke**

Address: **1117 Grand Ave Glenwood Springs, CO 81601**

Ph: **9704041338** Fax: **n/a** Email Address: **jennifer@propertyshopinc.com**

**CBS1-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)**

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**EXHIBIT II**

**Blackline**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF  
COMPANIES, LLC, et al.,<sup>1</sup>

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket No. [937, 938, &](#) \_\_\_\_\_

**ORDER (I) AUTHORIZING THE SALE OF 158A SEEBURG CIRCLE, CARBONDALE, COLORADO PROPERTY OWNED BY THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING RELATED PURCHASE AGREEMENT; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases (the “Chapter 11 Cases”) for entry of an order (i) authorizing the sale (the “Sale”) of certain real property owned by the Debtor Pepperwood Investments, LLC (the “Seller”) located at 158A Seeburg Circle, Carbondale, Colorado (the “Land”), together with Seller’s right, title, and interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the “Improvements” and together with the Land, the “Real Property”), and any and all of the Seller’s right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the Closing (collectively, the “Personal Property” and, together with the Real Property, the “Property”) on an “as is, where is” basis, free and clear of any and all liens, claims, encumbrances, and other interests to Jeffery Clough (together with any assignee, the “Purchaser”) pursuant to the terms and conditions of that certain Contract to Buy

<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors’ noticing and claims agent at [www.gardencitygroup.com/cases/WGC](http://www.gardencitygroup.com/cases/WGC), or by contacting the undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning assigned to such terms in the Motion.

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and Sell Real Estate dated as of March 16, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 hereto; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and upon the record of these Chapter 11 Cases; and it appearing that the relief requested in the Motion is appropriate in the context of these Chapter 11 Cases and in the best interests of the Debtors and their respective estates, their creditors, and all other parties-in-interest; and it appearing that notice of the Motion was adequate and proper under the circumstances of these Chapter 11 Cases, and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Purchase Agreement is authorized and approved in its entirety.
3. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors are authorized, in their discretion and in the exercise of their business judgment, to sell the Property pursuant to the Purchase Agreement free and clear of all liens, claims, interests, and encumbrances, to perform all obligations under the Purchase Agreement (including payment of the Broker Fees and the Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors’ good faith business judgment to effectuate closing of the Sale, and that any actions taken by the Debtors necessary or desirable to consummate such transactions prior to the entry of this Order are hereby ratified.

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4. The Debtors and any intermediary financial institution, title company, and closing attorney participating in the closings of the Sale are authorized to transfer title and deed property, and take any other actions as may be necessary to transfer ownership of the Property to the Purchaser.

5. All persons and entities holding liens, claims, interests or encumbrances with respect to the Property are hereby barred from asserting such Interests against the Purchaser, its successors or assigns, or the Property.

6. All proceeds of the Sale (net of the Broker Fees and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the *Final ~~DIP~~ Order [on Debtors' Motion for Entry of Interim and Final Orders \(I\) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to \(A\) Obtain Postpetition Secured Financing, \(B\) Use Cash Collateral, \(C\) Grant Adequate Protection to Prepetition Secured Parties; \(II\) Modifying the Automatic Stay; \(III\) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001\(B\) and 4001\(C\); and \(IV\) Granting Related Relief \(the "Final DIP Order"\)](#)*; *provided, however, that the portion of net proceeds not required to be reserved by the Debtors pursuant to the Final DIP Order, i.e., 90% of the net proceeds of the Sale, shall be used by the Debtors to retire third-party secured debt on real property owned by a Debtor entity.*

7. The Debtors are authorized and empowered to (i) pay the Seller's Broker Fee to The Property Shop, Inc. in an amount up to 3% of the gross sale proceeds, and (ii) pay the Cooperating Broker Fee to Sotheby's in an amount up to 3% of the gross sale proceeds~~;~~ ~~provided, however, that notwithstanding anything herein to the contrary, the Debtors are~~

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~~authorized and empowered to withhold \$40,000 of the Cooperating Broker Fee pending investigation and resolution of a \$40,000 severance payment made by the Debtors to Laura Gee].~~

8. The Purchase Agreement is undertaken by the Debtors and Purchaser in good faith and that, pursuant to Bankruptcy Code section 363(m), the reversal or modification on appeal of any sale consummated pursuant to the terms of this Order shall not affect the validity of such sale unless such sale was stayed pending appeal.

9. Filing of a copy of this Order in the county in which the Property is situated may be relied upon by all title insurers in order to issue title insurance policies on the Property.

10. Any title insurer, escrow agent, or other intermediary participating in a closing of the Sale of the Property is authorized to disburse all funds at the closing of the Sale pursuant to the applicable settlement statement or escrow instructions provided by the parties to such Sale.

11. The Debtors shall be authorized and empowered to take any necessary actions to implement and effectuate the terms of this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h).

13. The terms and provisions of this Order and any actions taken pursuant hereto shall (i) survive entry of any order converting the Debtors' cases to chapter 7 or dismissing the Debtors' cases (or any of them), and (ii) continue in this or any superseding case under the Bankruptcy Code of any of the Debtors.

14. The provisions of this Order shall be binding upon the Debtors and their successors and assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative of the Debtors or with respect to property of the estates of the Debtors, whether under chapter 11 of the Bankruptcy Code, any confirmed plan, or any

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subsequent chapter 7 case.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and to have satisfied Bankruptcy Rule 6004(a).

16. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the interpretation and implementation of this Order.

Dated: \_\_\_\_\_, 2018  
Wilmington, Delaware

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

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**Exhibit 1**

**Purchase Agreement**

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