

**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)

Hearing Date:

June 5, 2018 at 11:00 a.m. (ET)

Objection Deadline:

May 29, 2018 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF 302 WILDFLOWER ROAD, 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**

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby move the court (this “Motion”) for entry of an order (the “Sale Order”), substantially in the form attached hereto as Exhibit A, pursuant to sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing the sale (the “Sale”) of certain real property owned by the Debtor Lenni Heights Investments, LLC (the “Seller”) located at 302 Wildflower Road, Carbondale, Colorado (the “Land”), together with Seller’s right, title, and

<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 Boulevard #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.

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 of the Sale (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 Raymond F. Snyder and Mondeen M. Snyder (together with any assignee, the “Purchaser”) pursuant to the terms and conditions of that certain Contract to Buy and Sell Real Estate dated as of April 2, 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 to the Sale Order; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief. In support of the Motion, the Debtors respectfully represent as follows:

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief

requested herein are 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 6004, and Local Rules 2002-1, 4001-2, and 6004-1.

### **CASE BACKGROUND**

2. On December 4, 2017, approximately 270 of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code. Thereafter, on February 9, 2018, March 9, 2018, March 23, 2018, and March 27, 2018, additional affiliated Debtors (27 in total) commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the “Petition Dates”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

3. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee has been appointed in the Chapter 11 Cases. An official committee of unsecured creditors (the “Committee”) was appointed in the Chapter 11 Cases on December 14, 2017 [D.I. 79]. On January 23, 2018, the Court approved a settlement providing for the formation of an ad hoc noteholder group (the “Noteholder Group”) and an ad hoc unitholder group (the “Unitholder Group”) [D.I. 357].

### **THE SALE**

4. The Property. As further detailed in the *Declaration of Bradley D. Sharp in Support of Debtors’ Motion to Sell 302 Wildflower Road, Carbondale, Colorado Property* filed on the date hereof (the “Sharp Declaration”), the Property consists of an approximately 0.5 acre vacant lot. The Seller purchased the Property in May 2016 for \$165,000, in addition to multiple other purchases of lots in the Carbondale community, with the intention of holding the various lots for future sale as vacant lots or for future possible development. Sharp Decl. ¶ 3.

Ultimately, the Debtors determined that there would be no benefit to constructing a new home on

the Real Property given the existing inventory in the Carbondale community. *Id.* Accordingly, the Debtors have determined that selling the Property now as a vacant lot on an “as is” basis best maximizes the value of the Property. *Id.* ¶ 4. The Property has not been formally listed on the multiple listings service, however, the Debtors have been marketing the Property informally and the Purchaser’s all cash offer under the Purchase Agreement is the highest and otherwise best offer the Debtors have received. *Id.* ¶ 4. Accordingly, the Debtors determined that selling the Property as a vacant lot on an “as is” basis to the Purchaser is the best way to maximize the value of the Property. *Id.*

5. The Debtors’ Property Sales. The Debtors own over one hundred desirable high-end properties, primarily in California and Colorado.<sup>2</sup> During the pendency of the Chapter 11 Cases, the Debtors have, to date, obtained Court orders approving the sales of thirteen properties. [D.I. 574, 844, 893, 894, 1669, 1670, 1671, 1672, 1673, 1674, 1700, 1701 & 1708].

6. The Purchase Agreement. The Purchaser made an all cash offer for the Property on April 3, 2018 in the amount of \$101,000, which offer was set to expire on April 10, 2018. The Debtors believe that this purchase price provides significant value and, accordingly, countersigned the final Purchase Agreement on April 3, 2018. Under the Purchase Agreement, the Purchaser agreed to purchase the Property for \$101,000, with a \$1,000 initial cash deposit, and the balance of \$100,000 to be paid in cash at closing. *Id.* ¶ 5. The deposit is being held by The Title Company of the Rockies (the “Title Insurer”) as escrow agent.

7. Broker’s Fees. In connection with the Sale of the Property, the Debtors worked with Amore Realty, LLC (“Amore Realty”), a non-affiliated third-party brokerage company. A true and correct copy of the Exclusive Right-to-Sell Listing Contract in connection with the Sale

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<sup>2</sup> Approximately (a) 63% of the Debtors’ properties are located in Colorado, (b) 36% in California, and (c) 1% in New York.

of the Property (the “Broker Agreement”) is attached hereto as Exhibit B. The Broker Agreement provides for fees for Amore Realty in the amount 6% of the contractual sale price (the “Broker Fee”). The Purchaser Agreement is signed by Lynn M. Kirchner of Amore Realty as the Seller’s agent and the transaction broker. No broker fees are payable in connection with the Sale other than the Broker Fee to Amore Realty.

8. In the Debtors’ business judgment, closing the Sale with Purchaser (and paying the associated Broker Fee) pursuant to the all cash offer set forth in the Purchase Agreement is the best way to maximize value for the Debtors’ estates and is more favorable than continuing to hold, develop, and market the Property for sale and thereby risking obtaining a lower purchase price for the Property on less favorable terms, while incurring additional carrying costs for the Property.

9. Other Closing Costs. In addition to the Broker Fee, the Seller must also satisfy certain required costs associated with the sale and transfer of title of the Property to comply with the Purchase Agreement (the “Other Closing Costs”). The Other Closing Costs include, but are not limited to, recording fees, title insurance policy costs, prorated property taxes, city and county transfer taxes, and other items noted on the title report for the Property. The Debtors also rely on outside vendors for escrow and title services in connection with property sales. In general, vendors are mutually agreed on by the applicable Debtors and a purchaser prior to the acceptance of an offer.

10. Absent authority to pay Other Closing Costs, the Seller will be unable to close the Sale and receive sale proceeds. If the Seller is unable to make these payments, the Purchaser may be entitled to rescind the Purchase Agreement or assert other remedies that could lead to

additional and unnecessary claims. Accordingly, the Debtors seek the ability to pay Other Closing Costs in connection with the Sale.

11. Proceeds of the Sale. All proceeds of the Sale (net of the Broker Fee 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").<sup>3</sup>

### **RELIEF REQUESTED**

12. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors request entry of the Sale Order substantially in the form of Exhibit A hereto (i) authorizing the closing of the Sale pursuant to the Purchase Agreement, (ii) authorizing and approving the Purchase Agreement, and (iii) granting related relief.

13. The Debtors further request that filing of a copy of an order granting the relief sought herein in Garfield County, Colorado may be relied upon by the Title Insurer to issue title insurance policies on the Property.

14. The Debtors further request authority to pay the Broker Fee to Amore Realty in an amount not to exceed an aggregate amount of 6% of gross sale proceeds.

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<sup>3</sup> A search of the land records as reflected in a title report dated as of March 16, 2018 (attached as Exhibit C hereto) reveals no cognizable interest of any lienholder (whether a Debtor lienholder or otherwise).

**BASIS FOR RELIEF REQUESTED**

**I. Section 363 of the Bankruptcy Code Authorizes the Proposed Sale**

15. Section 363(c)(1) of the Bankruptcy Code provides that where, as here, the Debtors are authorized to operate their business under section 1108 of the Bankruptcy Code, the Debtors may enter into transactions, including the sale of property of the estate, in the ordinary course of business, without notice or a hearing. 11 U.S.C. § 363(c)(1). Because the Debtors believe that the Sale is within the ordinary course of their operations, the Sale should be approved pursuant to section 363(c)(1).

16. The Debtors do not believe that section 363(b)(1), which authorizes the sale of property of the estate other than in the ordinary course of business, applies to the Sale. Even if section 363(b)(1) did apply, however, authorization of the Sale would be appropriate because the Debtors have a sound business justification for the Sale. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (noting that under normal circumstances, courts defer to a trustee's judgment concerning use of property under section 363(b) when there is a legitimate business justification); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983) ("Section 363(b) of the Code seems on its face to confer upon the bankruptcy judge virtually unfettered discretion to authorize the use, sale or lease, other than in the ordinary course of business, of property of the estate.").

17. In determining whether a sale satisfies the business judgment standard, courts in the Third Circuit require: (i) that there be sound business reasons for the sale; (ii) that accurate and reasonable notice of the sale be given; (iii) that the sale yield an adequate price, *i.e.*, one that is fair and reasonable; and (iv) that the parties to the sale have acted in good faith. *See, e.g.*,

*Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

18. The proposed Sale unquestionably satisfies the foregoing test. First, the Sale is supported by sound business reasons: after holding and informally marketing the Property for sale as a vacant lot for almost two years , the Debtors have concluded that selling the Property now, pursuant to the Purchaser's all cash offer is the best way to maximize value for the Debtors' estates. Sharp Decl. ¶ 4. Second, the Debtors have provided reasonable and adequate notice of the sale to interested parties by serving notice of this Motion in accordance with Local Rule 9013-1(m), and submit that no other or further notice is necessary. Third, the Debtors believe that the Purchase Agreement and the all cash purchase price reflected therein represent a fair and reasonable offer for the Property, and which the Debtors have determined is a reasonable sale price relative to comparable properties in the market in which the Property is located. Sharp Decl. ¶ 4. The Purchase Agreement reflects an all cash offer, and the Debtors were unable to obtain a better purchase price on better terms over the course of almost two years since acquiring the Property. *Id.* Fourth, the Debtors submit that the Purchase Agreement was the product of good faith, arm's-length negotiations between the Purchaser and the Seller. Sharp Decl. ¶ 6.

19. The Purchaser is not related to or an affiliate of the Debtors or any of their insiders or former insiders. *Id.* No non-debtor affiliate or current or former officer, director, employee, managing member or affiliate of any of the Debtors (other than Seller) is a party to, or broker in connection with, the Sale. Accordingly, the Debtors believe that the Purchaser should be entitled to the protections of section 363(m) of the Bankruptcy Code.

**The Debtors Should Be Permitted to Sell the Property Free and Clear**

20. Pursuant to section 363(f) of the Bankruptcy Code, a debtor may sell property free and clear of liens, claims, encumbrances, and other interests if any one of the following conditions is satisfied:

- (1) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;
- (2) the [lienholder or claimholder] consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) [the lienholder or claimholder] could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

21. Because section 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements will suffice to warrant approval of the proposed Sale of the Property. *See Folger Adam Sec., Inc. v. De Matteis/MacGregor, J.V.*, 209 F.3d 252, 257 (3d Cir. 2000) (section 363(f) authorizes the sale of a debtor’s assets free and clear of all liens, claims, and interests if “any one of [the] five prescribed conditions” is satisfied); *In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (property may be sold “free and clear” if at least one of the subsections of section 363(f) is met); *In re DVI, Inc.*, 306 B.R. 496, 504 (Bankr. D. Del. 2004) (upholding sale of debtors’ property free and clear where there was a bona fide dispute).

22. The Debtors are unaware of any liens, claims, encumbrances, or interests existing against the Property. However, to the extent any of the foregoing exist, the Debtors respectfully

submit that they will satisfy one of the subsections of section 363(f) with respect to any such lien, claim, encumbrance, or interest.<sup>4</sup>

### **REQUEST FOR WAIVER OF STAY**

23. Any delay in permitting the Debtors to close the Sale could jeopardize the Sale with the Purchaser and therefore would be detrimental to the Debtors, their creditors, and their estates. Accordingly, and to successfully implement the foregoing, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of any order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

### **NOTICE**

24. The Debtors have provided notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware, (ii) counsel to the DIP Lender, (iii) counsel for the Committee, (iv) counsel for the Noteholder Group, (v) counsel for the Unitholder Group, (vi) all Noteholders known by the Debtors to have interests in any loan documents associated with the Property, (vii) all contractors and contract counterparties known by the Debtors to have been associated with the Property, (viii) the Title Insurer, (ix) Amore Realty, and (x) all parties that have requested notice in these Chapter 11 Cases pursuant to Local Rule 2002-1. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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<sup>4</sup> Moreover, if a holder of a lien, claim, encumbrance, or other interest receives the requisite notice of this Motion and does not object within the prescribed time period, such holder will be deemed to have consented to the proposed Sale, and the Property may then be sold free and clear of such holder's liens, claims, encumbrances, and other interests pursuant to the terms proposed herein. *See, e.g., Veltman v. Whetzel*, 93 F.3d 517, 521 (8th Cir. 1996) (failure to object to notice of sale or attend hearing deemed consent to sale for purposes of section 363 of the Bankruptcy Code); *In re Enron Corp.*, No. 01-16034 (AJG), 2004 WL 5361245, at \*2 (Bankr. S.D.N.Y. Feb. 5, 2004) (same); *Hargrave v. Pemberton (In re Tabore, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (same); *In re Christ Hosp.*, 502 B.R. 158, 174 (Bankr. D.N.J. 2013), *aff'd*, No. CIV.A. 14-472 ES, 2014 WL 4613316 (D.N.J. Sept. 12, 2014) ("Given adequate notice, failure to object to a § 363 sale has been found to constitute consent per § 363(f)(2) to a "free and clear" sale of the non-objector's interests in property being sold.") (citations omitted).

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter an order substantially in the form filed herewith, granting the relief requested herein and such other and further relief as may be just and proper under the circumstances.

Dated: May 15, 2018  
Wilmington, Delaware

/s/ Ian J. Bambrick  
YOUNG CONAWAY STARGATT & TAYLOR, LLP  
Sean M. Beach (No. 4070)  
Edmon L. Morton (No. 3856)  
Ian J. Bambrick (No. 5455)  
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Rodney Square, 1000 North King Street  
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Tel: (302) 571-6600  
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-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP  
Kenneth N. Klee (*pro hac vice*)  
Michael L. Tuchin (*pro hac vice*)  
David A. Fidler (*pro hac vice*)  
Jonathan M. Weiss (*pro hac vice*)  
1999 Avenue of the Stars, 39th Floor  
Los Angeles, California 90067

*Counsel to the Debtors and Debtors in Possession*

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)  
(Jointly Administered)

Hearing Date:

June 5, 2018 at 11:00 a.m. (ET)

Objection Deadline:

May 29, 2018 at 4:00 p.m. (ET)

**NOTICE OF MOTION**

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE, (II) COUNSEL TO THE DIP LENDER, (III) COUNSEL FOR THE COMMITTEE, (IV) COUNSEL FOR THE NOTEHOLDER GROUP, (V) COUNSEL FOR THE UNITHOLDER GROUP, (VI) ALL NOTEHOLDERS KNOWN BY THE DEBTORS TO HAVE INTERESTS IN ANY LOAN DOCUMENTS ASSOCIATED WITH THE PROPERTY, (VII) ALL CONTRACTORS AND CONTRACT COUNTERPARTIES KNOWN BY THE DEBTORS TO HAVE BEEN ASSOCIATED WITH THE PROPERTY, (VIII) THE TITLE INSURER, (IX) AMORE REALTY, AND (X) ALL PARTIES THAT HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1.

**PLEASE TAKE NOTICE** that Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for Entry of an Order (I) Authorizing the Sale of 302 Wildflower Road, 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 “Motion”).

**PLEASE TAKE FURTHER NOTICE** that responses or objections to the Motion must be filed on or before **May 29, 2018 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any response or objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

<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 Boulevard #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.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION BE HELD ON JUNE 5, 2018 AT 11:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.**

**PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: May 15, 2018  
Wilmington, Delaware

/s/ Ian J. Bambrick  
YOUNG CONAWAY STARGATT & TAYLOR, LLP  
Sean M. Beach (No. 4070)  
Edmon L. Morton (No. 3856)  
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-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP  
Kenneth N. Klee (*pro hac vice*)  
Michael L. Tuchin (*pro hac vice*)  
David A. Fidler (*pro hac vice*)  
Jonathan M. Weiss (*pro hac vice*)  
1999 Avenue of the Stars, 39th Floor  
Los Angeles, California 90067

*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**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. \_\_\_\_\_

**ORDER (I) AUTHORIZING THE SALE OF 302 WILDFLOWER ROAD,  
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 Lenni Heights Investments, LLC (the “Seller”) located at 302 Wildflower Road, 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

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<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.

any and all liens, claims, encumbrances, and other interests to Raymond F. Snyder and Mondeen M. Snyder (together with any assignee, the “Purchaser”) pursuant to the terms and conditions of that certain Contract to Buy and Sell Real Estate dated as of April 2, 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 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 Fee and 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 liens, claims, interests or encumbrances 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").

7. The Debtors are authorized and empowered to pay the Broker Fee to Amore Realty in an amount up to 6% 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 § 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**

Amore Realty

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-15) (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 (LAND)

(X Property with No Residences) ( Property with Residences-Residential Addendum Attached)

Date: April 2, 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, Raymond F Snyder & Mondeen M Snyder, will take title to the Property described below as X Joint Tenants Tenants In Common Other

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

2.3. Seller. Seller, Lenni Heights 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 Filing 2 Lot IS 16

known as No. 302 Wildflower Rd Carbondale CO 81623-8957, Street Address City State Zip

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. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

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. 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 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

**2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

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

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

**2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

**2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

**If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

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

**2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

**3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	<b>04/10/2018</b>
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	<b>04/13/2018</b>
3	§ 8.2	Record Title Objection Deadline	<b>04/20/2018</b>
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.4	Title Resolution Deadline	<b>04/25/2018</b>
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
		<b>Loan and Credit</b>	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	

14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	
17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
21	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	
24	§ 9.4	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
25	§ 10.3	Inspection Objection Deadline	
26	§ 10.3	Inspection Resolution Deadline	
27	§ 10.5	Property Insurance Objection Deadline	
28	§ 10.6	Due Diligence Documents Delivery Deadline	
29	§ 10.6	Due Diligence Documents Objection Deadline	
30	§ 10.6	Due Diligence Documents Resolution Deadline	
31	§ 10.6	Environmental Inspection Objection Deadline	
32	§ 10.6	ADA Evaluation Objection Deadline	
33	§ 10.7	Conditional Sale Deadline	
34	§ 11.1	Tenant Estoppel Statements Deadline	
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	
		<b>Closing and Possession</b>	
36	§ 12.3	Closing Date	TBD
37	§ 17	Possession Date	Upon Closing
38	§ 17	Possession Time	Upon closing
39	§ 28	Acceptance Deadline Date	04/10/18
40	§ 28	Acceptance Deadline Time	3:00 pm MST

91 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any  
92 box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means  
93 such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which  
94 reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such  
95 provision means that "None" applies.

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

98 **4. PURCHASE PRICE AND TERMS.**

99 **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	\$	101,000.00	
2	§ 4.3	Earnest Money			\$ 1,000.00
3	§ 4.5	New Loan			\$
4	§ 4.6	Assumption Balance			\$
5	§ 4.7	Private Financing			\$
6	§ 4.7	Seller Financing			\$
7					
8					
9	§ 4.4	Cash at Closing			\$ 100,000.00
10		<b>TOTAL</b>	\$	<b>101,000.00</b>	\$ 101,000.00

100 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
101 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by  
102 the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of  
103 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan  
104 discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure.  
105 Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

106 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a Personal Funds, will  
107 be payable to and held by Title Company of the Rockies (Earnest Money Holder), in its trust  
108 account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this  
109 Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The  
110 parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing  
111 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest  
112 Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
113 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited  
114 with the Earnest Money Holder in this transaction will be transferred to such fund.

115 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at  
116 the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

117 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
118 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25  
119 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a  
120 Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written  
121 mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

122 **4.4. Form of Funds; Time of Payment; Available Funds.**

123 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at  
124 Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic  
125 transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

126 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer,  
127 must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement  
128 by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents  
129 that Buyer, as of the date of this Contract,  **Does**  **Does Not** have funds that are immediately verifiable  
130 and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

131 **4.5. New Loan.**

132 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's  
133 loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

134 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
135 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

136 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
137  **Conventional**  **Other** \_\_\_\_\_.

138 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption  
139 Balance set forth in § 4.1, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal  
140 and interest presently at the rate of \_\_\_\_\_% per annum, and also including escrow for the following  
141 as indicated:  **Real Estate Taxes**  **Property Insurance Premium** and  \_\_\_\_\_.

142 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new  
143 interest rate will not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$ \_\_\_\_\_ per  
144 \_\_\_\_\_ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at  
145 Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to  
146 be increased by more than \$ \_\_\_\_\_, then Buyer has the Right to Terminate under § 25.1, on or before  
147 **Closing Date**, based on the reduced amount of the actual principal balance.

148 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements  
149 for release from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at  
150 **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by  
151 \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_.

152 **4.7. Seller or Private Financing.**

153 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and  
154 restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt,  
155 should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or  
156 advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

157 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  
 158  Buyer  Seller will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_  
 159 days before **Seller or Private Financing Deadline**.

160 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller  
 161 determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms,  
 162 conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before  
 163 **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to the Seller, in Seller's sole  
 164 subjective discretion.

165 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
 166 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the  
 167 Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to  
 168 Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller or private  
 169 financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

## TRANSACTION PROVISIONS

### 5. FINANCING CONDITIONS AND OBLIGATIONS.

173 5.1. **Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans  
 174 (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make  
 175 an application verifiable by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts  
 176 to obtain such loan or approval.

177 5.2. **Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
 178 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to  
 179 Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This  
 180 condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan**  
 181 **Objection Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF**  
 182 **SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO**  
 183 **TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this  
 184 Contract (e.g., Appraisal, Title, Survey).

185 5.3. **Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole  
 186 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at  
 187 Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information**  
 188 **Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's  
 189 financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and  
 190 creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in  
 191 confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is  
 192 less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If  
 193 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the  
 194 Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

195 5.4. **Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the  
 196 loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents**  
 197 **Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the  
 198 provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan**  
 199 **Documents Objection Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole  
 200 subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional  
 201 upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If  
 202 lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such  
 203 deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective  
 204 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such  
 205 compliance as set forth in § 4.6.

### 6. APPRAISAL PROVISIONS.

206 6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser,  
 207 engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The  
 208 Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to  
 209 the Property as a condition for the Property to be valued at the Appraised Value.

210 6.2. **Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type  
 211 set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.  
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**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:  
**6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or  
**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.  
**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

**6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

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

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

- 7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;
- 7.2.2.** Minutes of most recent annual owners' meeting;
- 7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and
- 7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

**7.3. Association Documents to Buyer.**

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

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

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

**8.1. Evidence of Record Title.**

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

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

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

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

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

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

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

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

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any,

328 to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's  
 329 Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the  
 330 condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

331 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all  
 332 existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens  
 333 (including, without limitation, governmental improvements approved, but not yet installed) or other title matters  
 334 (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has  
 335 actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party  
 336 has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy  
 337 or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
 338 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective  
 339 discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
 340 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after  
 341 receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or  
 342 Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are  
 343 governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive  
 344 Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts  
 345 title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

346 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to  
 347 those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole  
 348 subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the  
 349 following options:

350 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter  
 351 (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a  
 352 written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the  
 353 expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice  
 354 of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to  
 355 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
 356 Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after  
 357 receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the  
 358 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after  
 359 Buyer's receipt of the applicable documents; or

360 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or  
 361 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

362 **8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
 363 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE**  
 364 **TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**  
 365 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH**  
 366 **DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**  
 367 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD**  
 368 **INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**  
 369 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE**  
 370 **PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY**  
 371 **COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

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

375 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to  
 376 approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such  
 377 right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves  
 378 this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract  
 379 is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the  
 380 foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or  
 381 before **Right of First Refusal Deadline**, this Contract will then terminate.

382 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be  
 383 reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership  
 384 and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements,  
 385

386 area, zoning, building code violations, unrecorded easements and claims of easements, leases and other  
 387 unrecorded agreements, water on or under the Property, and various laws and governmental regulations  
 388 concerning land use, development and environmental matters.

389 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY**  
 390 **MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF**  
 391 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE**  
 392 **OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER**  
 393 **MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY,**  
 394 **WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE**  
 395 **PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

396 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
 397 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
 398 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
 399 **RECORDER.**

400 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO**  
 401 **THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL**  
 402 **COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING**  
 403 **WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**

404 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION**  
 405 **REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING**  
 406 **PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND**  
 407 **GAS CONSERVATION COMMISSION.**

408 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded  
 409 from, or not covered by the owner's title insurance policy.

410 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as  
 411 there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title**  
 412 **Objection Deadline**).

413 **9. NEW ILC, NEW SURVEY.**

414 **9.1. New ILC or New Survey.** If the box is checked, a  **New Improvement Location Certificate (New ILC)**  
 415  **New Survey** in the form of \_\_\_\_\_ is required and the following will apply:

416 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
 417 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and  
 418 updated as of a date after the date of this Contract.

419 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or  
 420 before Closing, by:  **Seller**  **Buyer** or:  
 421

422 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider  
 423 of the opinion of title if an Abstract of Title), and \_\_\_\_\_ will receive a New ILC or New  
 424 Survey on or before **New ILC or New Survey Deadline**.

425 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor  
 426 to all those who are to receive the New ILC or New Survey.

427 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or  
 428 New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the  
 429 **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC  
 430 or New Survey if done prior to Seller incurring any cost for the same.

431 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New Survey**. If  
 432 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective  
 433 discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

434 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

435 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
 436 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

437 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller,  
 438 on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing  
 439 to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will  
 440 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's  
 441 written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before  
 442 expiration of **New ILC or New Survey Resolution Deadline**.  
 443

**10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, 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 Buyer's sole subjective discretion.

**10.6. Due Diligence.**

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

- 10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;
- 10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;
- 10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

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- 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;
- 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made for the past \_\_\_\_\_ years;
- 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);
- 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- 10.6.1.14. Other documents and information:

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

- 10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
- 10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
- 10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

**10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

**10.6.4. Due Diligence - Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_, at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by \_\_\_\_\_ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the **Extended Environmental Inspection Objection Deadline**, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

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

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

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

**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

**11. TENANT ESTOPPEL STATEMENTS.**

**11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

**11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

**CLOSING PROVISIONS**

**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 \_\_\_\_\_ **9am day of closing** \_\_\_\_\_.

**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 \_\_\_\_\_.

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 \_\_\_\_\_.

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 \_\_\_\_\_ % 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): \_\_\_\_\_ in the total amount of \_\_\_\_\_ % of the Purchase Price or \$ \_\_\_\_\_.

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

Water Stock/Certificates  Water District  
 Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_

and must be paid at Closing by  None  Buyer  Seller  **One-Half by Buyer and One-Half by Seller**

15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  None  Buyer  Seller  **One-Half by Buyer and One-Half by Seller**.

16. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  **Most Recent Mill Levy and Most Recent Assessed Valuation**,  Other \_\_\_\_\_.

16.2. **Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer  Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature

hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$1,546.00 per year and that there are no unpaid regular or special assessments against the Property except the current regular assessments and \_\_\_\_\_. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before Closing Date a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and \_\_\_\_\_

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$100.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date and Possession Time until possession is delivered.

GENERAL PROVISIONS

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

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

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline [X] Will [ ] Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or before Closing Date if the Property is not repaired before Closing Date or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

728 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation  
 729 action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in  
 730 writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**,  
 731 based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this  
 732 Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for  
 733 all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such  
 734 credit will not include relocation benefits or expenses, or exceed the Purchase Price.

735 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk  
 736 through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies  
 737 with this Contract.

738 **19.5. Risk of Loss - Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty  
 739 will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such  
 740 insurance proceeds or benefits for the growing crops.

741 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge  
 742 that the respective broker has advised that this Contract has important legal consequences and has recommended  
 743 the examination of title and consultation with legal and tax or other counsel before signing this Contract.

744 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this  
 745 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest  
 746 Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this  
 747 Contract or waived, the non-defaulting party has the following remedies:

748 **21.1. If Buyer is in Default:**

749 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or  
 750 not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a  
 751 penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional  
 752 damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and  
 753 effect and Seller has the right to specific performance or damages, or both.

754 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked.**  
 755 Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and  
 756 retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not  
 757 a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23  
 758 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the  
 759 obligations of this Contract. Seller expressly waives the remedies of specific performance and additional  
 760 damages.

761 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest  
 762 Money received hereunder will be returned and Buyer may recover such damages as may be proper.  
 763 Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to  
 764 specific performance or damages, or both.

765 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any  
 766 arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the  
 767 prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

768 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved,  
 769 the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an  
 770 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding  
 771 decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in  
 772 writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.  
 773 The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days  
 774 of the date written notice requesting mediation is delivered by one party to the other at that party's last known address  
 775 (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and  
 776 recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
 777 section will not alter any date in this Contract, unless otherwise agreed.

778 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the  
 779 Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any  
 780 controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest  
 781 Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and  
 782 Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder  
 783 is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to  
 784 Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between  
 785

Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.

**25. TERMINATION.**

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

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

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

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

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

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

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

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

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

842 **31. ATTACHMENTS.**

843 31.1. The following attachments are a part of this Contract:

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845

846

847

848 31.2. The following disclosure forms are attached but are not a part of this Contract:

849

850

851

852

853

854

**SIGNATURES**

Buyer's Name: Raymond F Snyder

[Signature] 4/3/18  
Buyer's Signature Date

Buyer's Name: Mondeen M Snyder

[Signature] 4/3/18  
Buyer's Signature Date

Address: 317 Wildflower Rd  
Carbondale, CO 81623-8957

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Seller's Name: Lenni Heights Investments LLC

[Signature] 4/3/2018  
Seller's Signature Date

Seller's Name: Frederick Chin CEO

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**32. COUNTER; REJECTION.** This offer is  Countered  Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

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

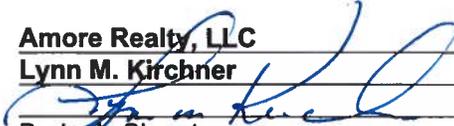
**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(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 Name: Amore Realty, LLC  
Broker's Name: Lynn M. Kirchner  
Broker's Signature:  Date: 4-2-18  
Address: 711 Main St  
Carbondale, CO 81623  
Phone No.: (970)963-5177  
Fax No.: \_\_\_\_\_  
Email Address: lynnk@rof.net

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

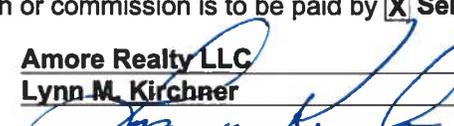
(To be completed by Broker working with Seller)

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 \_\_\_\_\_.

Brokerage Firm's Name: Amore Realty LLC  
Broker's Name: Lynn M. Kirchner  
Broker's Signature:  Date: 4-2-18  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: lynnk@rof.net

**EXHIBIT B**

**BROKER AGREEMENT**

Amore Realty

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-6-16) (Mandatory 1-17)

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
[ ] SELLER AGENCY [X] TRANSACTION-BROKERAGE

Date: April 2, 2018

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

[X] 2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

[ ] 2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: Lenni Heights Investements LLC

3.2. Brokerage Firm: Amore Realty, LLC

3.3. Broker: Lynn M. Kirchner

3.4. Property. The Property is the following legally described real estate in the County of Garfield, Colorado: Aspen Glen Filing 2 Lot IS 16

known as No. 302 Wildflower Rd Carbondale CO 81623-8957,
Street Address City State Zip

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.

3.5. Sale; Lease.

3.5.1. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

[ ] 3.5.2. If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or Lease means any agreement between the Seller and a tenant to create a tenancy or leasehold interest in the Property.

3.6. Listing Period. The Listing Period of this Seller Listing Contract begins on April 2, 2018, and continues through the earlier of (1) completion of the Sale of the Property or (2) and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease for which compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.

3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

**3.8. Day; Computation of Period of Days, Deadline.**

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

**3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

**4.2. In-Company Transaction - Different Brokers.** When Seller and buyer in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

**4.3. In-Company Transaction - One Broker.** If Seller and buyer are both working with the same broker, Broker must function as:

**4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

**4.3.1.1. Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage Relationship with Both**) is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer Broker's relationship with Seller.

**4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker must act as a Transaction-Broker.

**4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same broker, Broker must continue to function as a Transaction-Broker.

**5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, must perform the following **Uniform Duties** when working with Seller:

**5.1.** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

**5.1.1.** Performing the terms of any written or oral agreement with Seller;

**5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;

**5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

**5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

**5.1.5.** Accounting in a timely manner for all money and property received; and

**5.1.6.** Keeping Seller fully informed regarding the transaction.

**5.2.** Broker must not disclose the following information without the informed consent of Seller:

**5.2.1.** That Seller is willing to accept less than the asking price for the Property;

**5.2.2.** What the motivating factors are for Seller to sell the Property;

**5.2.3.** That Seller will agree to financing terms other than those offered;

**5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

**5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

**5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

**5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

**5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

111 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no  
 112 duty to independently verify the accuracy or completeness of statements made by Seller or independent  
 113 inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify  
 114 the accuracy or completeness of any statement made by a buyer.

115 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved,  
 116 directed, or ratified by Seller.

117 **5.8.** When asked, Broker  **Will**  **Will Not** disclose to prospective buyers and cooperating brokers the existence  
 118 of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by  
 119 another broker.

120 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker  
 121 is Seller's Agent, with the following additional duties:

122 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

123 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

124 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

125 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that  
 126 any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm  
 127 as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in  
 128 connection with the Sale of the Property.

129 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

130 **7.1.1. Sale Commission.** (1) 6.000 % of the gross purchase price or (2) n/a  
 131 in U.S. dollars.

132 **7.1.2. Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to (1)  
 133 \_\_\_\_\_ % of the gross rent under the lease, or (2) 0, in U.S. dollars, payable  
 134 as follows: \_\_\_\_\_.

135 **7.1.3. Other Compensation.** \_\_\_\_\_

136 **7.2. Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage firms, whose  
 137 brokers are acting as:

138  **Buyer Agents:** 3.000 % of the gross sales price or \_\_\_\_\_, in U.S. dollars.

139  **Transaction-Brokers:** 3.000 % of the gross sales price or \_\_\_\_\_, in U.S. dollars.

140 **7.3. When Earned.** Such commission is earned upon the occurrence of any of the following:

141 **7.3.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

142 **7.3.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in  
 143 this Seller Listing Contract; or

144 **7.3.3.** Any Sale (or Lease if § 3.5.2 is checked) of the Property within 180 calendar days after the Listing  
 145 Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was  
 146 submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, however,  
 147 Seller  **Will**  **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned  
 148 by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during  
 149 the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in  
 150 this § 7.3.3, then Seller does not owe the commission to Brokerage Firm.

151 **7.4. When Applicable and Payable.** The commission obligation applies to a Sale made during the Listing Period  
 152 or any extension of such original or extended term. The commission described in § 7.1.1 is payable at the time of  
 153 the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted  
 154 date of closing, as contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where the offer made by such  
 155 buyer is not accepted by Seller.

156 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in §  
 157 7, will accept compensation from any other person or entity in connection with the Property without the written consent  
 158 of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other  
 159 compensation for services performed by any third party or affiliated business entity unless Seller signs a separate  
 160 written consent for such services.

161 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Seller has been  
 162 advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the  
 163 use of multiple listing services (MLS) and various methods of making the Property accessible by other brokerage firms  
 164 (e.g., using lock boxes, by-appointment-only showings, etc.) and whether some methods may limit the ability of  
 165 another broker to show the Property. After having been so advised, Seller has chosen the following:

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**9.1. MLS/Information Exchange.**

9.1.1. The Property  Will  Will Not be submitted to one or more MLS and  Will  Will Not be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status change to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such MLS and information exchanges.

9.1.2. Seller authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_.

9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Property Address  Will  Will Not be displayed on the Internet.

9.1.5. The Property Listing  Will  Will Not be displayed on the Internet.

**9.2. Property Access.** Access to the Property may be by:

Manual Lock Box  Electronic Lock Box

\_\_\_\_\_

Other instructions: \_\_\_\_\_

**9.3. Broker Marketing.** The following specific marketing tasks will be performed by Broker:

**10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

**10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period of this Seller Listing Contract.

**10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) must first be approved by Broker.

**10.3. No Existing Listing Agreement.** Seller represents that Seller  Is  Is Not currently a party to any listing agreement with any other broker to sell the Property.

**10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license survives the termination of this Seller Listing Contract.

**10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the Property is not to use the Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a contract, between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

**11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

11.1. Price. U.S. \$101,000.00

11.2. Terms.  Cash  Conventional  FHA  VA  Other: \_\_\_\_\_

11.3. Loan Discount Points. \_\_\_\_\_

11.4. Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed \$ \_\_\_\_\_, that Buyer is not allowed by law to pay, for tax service and \_\_\_\_\_.

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$1,000.00 in the form of **Personal Funds as Check, Wired Funds, Cashier's Check**

11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated:  Cashier's Check at Seller's expense;  Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or  Closing Company's Trust Account Check.

11.7. Advisory: Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

**12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.

224 **13. INCLUSIONS AND EXCLUSIONS.**

225 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

226 **13.1.1. Fixtures.** The following items are included if attached to the Property on the date of this Seller Listing  
227 Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and air conditioning  
228 fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants,  
229 mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in  
230 vacuum systems (including accessories), garage door openers including all remote controls.

231 **Other Fixtures:**

232  
233  
234 If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures  
235 are also included in the Purchase Price.

236 **13.1.2. Personal Property.** The following items are included if on the Property, whether attached or not, on  
237 the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm  
238 doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods,  
239 fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked,  
240 the following are included:  **Water Softeners**  **Smoke/Fire Detectors**  **Carbon Monoxide Alarms**  
241  **Security Systems**  **Satellite Systems** (including satellite dishes); and  
242  
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244 The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes  
245 (except personal property taxes for the year of closing), liens and encumbrances, except n/a  
246 \_\_\_\_\_ . Conveyance will be by bill of sale or other applicable legal instrument.

247 **13.1.3. Trade Fixtures.** The following trade fixtures are included: n/a  
248 \_\_\_\_\_ .  
249 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except  
250 personal property taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_ .  
251 Conveyance will be by bill of sale or other applicable legal instrument.

252 **13.1.4. Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities: \_\_\_\_\_  
253 \_\_\_\_\_ ; and  **Use Only**  **Ownership** of the following storage facilities: n/a  
254 \_\_\_\_\_ .

255 **13.1.5. Water Rights.** The following legally described water rights:

256  
257 Any water rights must be conveyed by n/a deed or other applicable legal instrument. The Well  
258 Permit # is \_\_\_\_\_

259 **13.1.6. Growing Crops.** The following growing crops:  
260 n/a  
261

262 **13.2. Exclusions.** The following are excluded (Exclusions):  
263  
264  
265  
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267 **14. TITLE AND ENCUMBRANCES.**

268 Seller represents to Broker that title to the Property is solely in Seller's name.  
269 Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and  
270 surveys in Seller's possession and must disclose to Broker all easements, liens and other encumbrances, if any, on  
271 the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation secured by an  
272 encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms thereof. In  
273 case of Sale, Seller agrees to convey, by a special warranty deed, only that title Seller has in the Property. Property  
274 must be conveyed free and clear of all taxes, except the general taxes for the year of closing.

275 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller  
276 and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:  
277 n/a

278 The Property is subject to the following leases and tenancies: n/a  
279 If the Property has been or will be subject to any governmental liens for special improvements installed at the time of  
signing a Sale contract, Seller is responsible for payment of same, unless otherwise agreed.

280 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in writing to a  
 281 different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase  
 282 Price as specified in the Sale contract, or if this box is checked,  **An Abstract of Title** certified to a current date.

283 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association  
 284 assessment is currently payable at approximately \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid  
 285 regular or special assessments against the Property except the current regular assessments and except \_\_\_\_\_  
 286 \_\_\_\_\_. Seller agrees to promptly request the owners' association to deliver to buyer before  
 287 date of closing a current statement of assessments against the Property.

288 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: **Date of Delivery of Deed**  
 289 \_\_\_\_\_, subject to leases and tenancies as described in § 14.

290 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

291 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse  
 292 material facts actually known by such broker including but not limited to adverse material facts pertaining to the  
 293 title to the Property and the physical condition of the Property, any material defects in the Property, and any  
 294 environmental hazards affecting the Property which are required by law to be disclosed. These types of  
 295 disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building  
 296 laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and  
 297 Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

298 **18.2. Seller's Obligations.**

299 **18.2.1. Seller's Property Disclosure Form.** Disclosure of known material latent (not obvious) defects is  
 300 required by law. Seller  **Agrees**  **Does Not Agree** to provide a Seller's Property Disclosure form  
 301 completed to Seller's current, actual knowledge.

302 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more  
 303 residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based  
 304 Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to any  
 305 potential buyer in a timely manner.

306 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or  
 307 appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes  
 308 (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an operational  
 309 carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as  
 310 required by the applicable building code, prior to offering the Property for sale or lease.

311 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the date of the  
 312 sales contract or lease, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in  
 313 writing to any repairs or other work to be performed by Seller.

314 **19. RIGHT OF PARTIES TO CANCEL.**

315 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Listing Contract, Seller has the  
 316 right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation if the Seller  
 317 Agency box is checked. Examples of a Broker default include, but are not limited to (1) abandonment of Seller, (2)  
 318 failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the  
 319 Seller Agency box at the top of page 1 is checked, the failure to fulfill all material Additional Duties Of Seller's  
 320 Agent (§ 6). Any rights of Seller that accrued prior to cancellation will survive such cancellation.

321 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon written notice to  
 322 Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect  
 323 the Property, and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing  
 324 Contract if any of the following are unsatisfactory (1) the physical condition of the Property or Inclusions, (2) any  
 325 proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether  
 326 on or off the Property) and its effect or expected effect on the Property or its occupants, or (4) any facts or  
 327 suspicions regarding circumstances that could psychologically impact or stigmatize the Property. Additionally,  
 328 Brokerage Firm has the right to cancel this Seller Listing Contract if Seller or occupant of the Property fails to  
 329 reasonably cooperate with Broker or Seller defaults under this Seller Listing Contract. Any rights of Brokerage  
 330 Firm that accrued prior to cancellation will survive such cancellation.

331 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received will  
 332 be: (1)  100% will be paid to Seller; (2)  divided between Brokerage Firm and Seller, one-half to Brokerage Firm  
 333 but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3)  Other:  
 334 \_\_\_\_\_. If no box is checked in this Section, choice (1),  
 335 100 % paid to Seller, applies. Any forfeiture of payment under this section will not reduce any Brokerage Firm  
 336 compensation owed, earned and payable under § 7.

337 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm must  
338 bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating  
339 brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless  
340 Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports,  
341 engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated  
342 to advance funds for Seller. Seller must reimburse Brokerage Firm for payments made by Brokerage Firm for such  
343 products or services authorized by Seller.

344 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of service vary  
345 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

346 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for maintenance of the  
347 Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their  
348 negligence or intentional misconduct.

349 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer because  
350 of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap,  
351 religion, national origin or ancestry of such person.

352 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that  
353 Broker has advised that this document has important legal consequences and has recommended consultation with  
354 legal and tax or other counsel before signing this Seller Listing Contract.

355 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved,  
356 the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the  
357 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot  
358 impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The  
359 parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation,  
360 unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the  
361 date written notice requesting mediation is delivered by one party to the other at the other party's last known address.

362 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator  
363 or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

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

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368

369 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:

370 **See Notes for Offers on WB Properties**

371

372 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is deemed to inure  
373 to the benefit of any person other than Seller, Broker and Brokerage Firm.

374 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

375 **31.1. Physical Delivery.** All notices must be in writing, except as provided in § 31.2. Any document, including a  
376 signed document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical  
377 receipt. Delivery to Seller is effective when physically received by Seller, any signator on behalf of Seller, any  
378 named individual of Seller or representative of Seller.

379 **31.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or  
380 written notice, may be delivered in electronic form only by the following indicated methods:  **Facsimile**  **Email**  
381  **Internet.** If no box is checked, this § 31.2 is not applicable and § 31.1 governs notice and delivery. Documents  
382 with original signatures will be provided upon request of any party.

383 **31.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by and  
384 construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents  
385 who sign a contract in this state for property located in Colorado.

386 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the terms of this  
387 Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

388 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately, and when so  
389 executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

390 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior  
391 agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

392 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker,  
393 including all attachments.

394

395 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

**Lenni Heights Investments LLC**

**Frederick Chin CEO**

Seller's Name

Seller's Name

Seller's Signature

Date

Seller's Signature

Date

4/3/2018

Address:

Phone No.:

Fax No.:

Electronic Address:

Broker's Name: **Lynn M. Kirchner**

Broker's Signature

Date



4-2-18

Address: **711 Main Street, Carbondale, CO 81623**

Phone No.: **(970)379-4766 cell**

Fax No.:

Electronic Address: **lynnk@rof.net**

Brokerage

Firm's Name: **Amore Realty, LLC**

Address: **711 Main Street, Carbondale, CO 81623**

Phone No.: **(970)963-5177**

Fax No.: **(970) 963-5178**

Electronic Address: **lynnk@rof.net**

**EXHIBIT C**

**PRELIMINARY TITLE REPORT**

**COMMITMENT for TITLE INSURANCE**

issued by



**TITLE COMPANY**  
of the rockies

as agent for

**WESTCOR LAND TITLE INSURANCE COMPANY**

**Reference:**

**Commitment Number:** 0601336-C

**Commitment Ordered By:**

Lynn Kirchner  
Amore Realty  
711 Main Street  
Carbondale, CO 81623  
Phone: 970-963-5177 Fax: 970-963-5178  
email: lynnK@rof.net

**Inquiries should be directed to:**

Mary Scheurich  
Title Company of the Rockies  
1620 Grand Avenue  
Bldg Main Floor 1  
Glenwood Springs, CO 81601  
Phone: 970-945-1169 Fax: 844-269-2759  
email: MScheurich@titlecorockies.com

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Reference Property Address:

**302 Wildflower Rd., Carbondale, CO 81632**

**SCHEDULE A**

1. Effective Date: **March 29, 2018, 7:00 am** Issue Date: **April 11, 2018**

2. Policy (or Policies) to be issued:

ALTA Owner's Policy (6-17-06)	Policy Amount:	<b>\$101,000.00</b>
	Premium:	<b>\$375.00</b>
Proposed Insured:	<b>Raymond F. Snyder and Mondeen M. Snyder</b>	

3. The estate or interest in the Land described or referred to in this Commitment is:

**Fee Simple**

and Title to said estate or interest is at the Effective Date vested in:

**Lenni Heights Investments, LLC, a Delaware limited liability company**

4. The Land referred to in this Commitment is located in the County of **Garfield**, State of **Colorado**, and is described as follows:

**Lot IS16,**  
**ASPEN GLEN, FILING NO. 2, according to the Plat thereof filed July 15, 1997, at [Reception No. 510975](#).**

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**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Resolution or Statement of Authority by Lenni Heights Investments, LLC, a Delaware limited liability company, authorizing the transaction, executed by the managers or members set forth in the Operating Agreement.

NOTE: Review Operating Agreement for authority of party(ies) to act on behalf of said limited liability company and complete the transaction contemplated herein.

2. Deed from Lenni Heights Investments, LLC, a Delaware limited liability company to Raymond F. Snyder and Mondeen M. Snyder.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

The Owner's Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4 provided that:

(A) The enclosed form, of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent, and

(B) The applicable scheduled charges in the amount of \$75.00, are paid to the Company or its duly authorized agent.

EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

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**COMMITMENT FOR TITLE INSURANCE****SCHEDULE B - SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Right of the Proprietor of a Vein or Lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded October 24, 1893, in [Book 12 at Page 249](#).
8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 24, 1893, in [Book 12 at Page 249](#).
9. Right of Way for The Crane and Peebles Ditch as described in document recorded May 2, 1889, in Book 9 at Page 483.
10. The Peebles Waste Water Ditch as described in Map and Statement recorded January 17, 1896, at Reception No. 19095.
11. Right of Way Deed between various owners and the Glenwood Irrigation Company 25 feet in width, being 12.5 feet in width on each side of the center line of the Glenwood Springs Ditch recorded June 17, 1901, in [Book 44 at Page 457](#).
12. Easement and Right of Way for Transmission Line granted to J.F. Smith as described in document recorded January 28, 1927, in [Book 155 at Page 331](#).
13. Easement and right of way for gas distribution and related facilities purposes, as granted by The Rievers Ranch and Development Company to Rocky Mountain Natural Gas Company, Inc. by instrument recorded October 19, 1961, in [Book 337 at Page 246](#), said easement being more particularly described therein.

Commitment No. 0601336-C

Schedule B-II Exceptions (continued)

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14. License Agreement between Rocky Mountain Natural Gas Company, Inc. and Mountain States Telephone and Telegraph Company recorded July 5, 1972, in [Book 432 at Page 536](#).
  15. Resolution No. 92-056 Approving an application for the Aspen Glen Planned Unit Development recorded June 29, 1992, in [Book 835 at Page 305](#).
  16. Resolution No. 93-121 Approving a Preliminary Plan for Aspen Glen P.U.D. recorded December 28, 1993, in [Book 887 at Page 824](#).
  17. Resolution NO. 94-008 Approving a Service Plan and the Formation of The Aspen Glen Water and Sanitation District recorded February 2, 1994, in [Book 891 at Page 620](#).
  18. License Agreement between Aspen Glen Gold Partners and the Anshutz Investment Company recorded April 2, 1992, in [Book 827 at Page 636](#).
  19. Development Agreement between The Aspen Glen Company and The Board of County Commissioners recorded June 29, 1992, in [Book 835 at Page 364](#).
  20. Memorandum of Developers Agreements recorded September 16, 1993, in [Book 875 at Page 654](#).
  21. Agreement between Colorado Department of Transportation and Aspen Glen Golf Partners recorded December 20, 1993, in [Book 886 at Page 833](#).
  22. Agreement between Aspen Glen Golf Partners and Ross Jeffery recorded July 5, 1994, in [Book 907 at Page 801](#).
  23. Resolution No. 94-089 Approving an Amendment recorded August 9, 1994, in [Book 911 at Page 791](#).
  24. Easements and Rights of Way as described in Warranty Deed between Aspen Glen Golf Partners and Aspen Glen Golf Company recorded November 8, 1994, in [Book 921 at Page 661](#).
  25. Resolution No. 96-07 amending the Preliminary Plan for the Aspen Glen PUD recorded February 9, 1996, in [Book 966 at Page 686](#).
  26. Agreements between Union Oil Company and Aspen Glen Golf Partners recorded August 19, 1994, in [Book 912 at Page 970](#) and in [Book 912 at Page 973](#).
  27. Declaration of Golf Facilities Development Construction and Operational Easement recorded April 6, 1995, in [Book 936 at Page 314](#).
  28. Master Declaration of Covenants, Conditions and Restrictions for Aspen Glen recorded April 6, 1995, in [Book 936 at Page 350](#).
  29. Trench, Conduit and Vault Agreement between Aspen Glen Golf Company and Holy Cross Electric Association recorded December 1, 1995, in [Book 959 at Page 968](#).
  30. Terms and Conditions of Release and Quit Claim Deed recorded May 8, 1996, in [Book 977 at Page 229](#).
  31. Easement and right of way to construct, reconstruct, operate, maintain and remove an underground telephone line, as granted by Aspen Glen Golf Company to U.S. West Communications by instrument recorded May 10, 1996, in [Book 977 at Page 709](#).
  32. Terms and Conditions of Quit Claim Deed between U.S. West Communications and Aspen Glen Golf

Commitment No. 0601336-C

Schedule B-II Exceptions (continued)

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- Company recorded May 10, 1996, in [Book 977 at Page 710](#).
33. Easement and right of way for gas distribution and related facilities purposes, as granted by Aspen Glen Golf Company to Rocky Mountain Natural Gas Company by instrument recorded April 30, 1996, in [Book 976 at Page 13](#).
  34. Terms and Conditions of Contract between West Divide Water and Aspen Glen Golf Company recorded June 6, 1997, in [Book 1021 at Page 366](#).
  35. Agreement between Aspen Glen Golf Company and Garfield County Commissioners recorded July 15, 1997, in [Book 1026 at Page 149](#).
  36. First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Aspen Glen recorded July 15, 1997, in [Book 1026 at Page 161](#) and subsequent Supplemental Declarations recorded August 24, 1998, in [Book 1084 at Page 943](#); October 26, 1998, in [Book 1094 at Page 517](#); November 19, 1999, in [Book 1161 at Page 293](#); December 14, 1999, in [Book 1164 at Page 755](#) and May 8, 2003 in [Book 1467 at Page 910](#).
  37. All Easements, Rights of Way, Restrictions, Notes and all other matters as shown on the Plat of Aspen Glen, Filing No. 2 recorded July 15, 1997, at [Reception No. 510975](#).

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**DISCLOSURE STATEMENTS**

**Note 1:** Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

**Note 2:** Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

- A. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
- D. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
- E. Payment of the premium for said coverage.

**Note 3:** The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note 4:** If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

**Note 5:** Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note 6:** Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

**Note 7:** Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

**Note 8:** Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

**Note 9:** Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that

“A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing.”

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

**Note 10:** Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that

“Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
  - a. Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
  - b. If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
  - a. Await any proceeding; or
  - b. Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
  - c. Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity’s written notice delivered to the parties, title entity shall return the funds to the depositing party.”

Title Company of the Rockies

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**TITLE CHARGES**

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of “Buyer” and “Seller” shown below may be based on traditional settlement practices in Garfield County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner’s Policy Premium:	\$300.00
Loan Policy Premium:	
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	\$25.00
Total Endorsement Charge(s):	\$75.00
TBD Charge(s):	
<b>TOTAL CHARGES</b>	<b>\$400.00</b>