

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

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date:

July 10, 2018 at 11:00 a.m. (ET)

Objection Deadline:

July 3, 2018 at 4:00 p.m. (ET)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE SALE OF 108 W. DIAMOND A RANCH 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 real property owned by the Debtor Baleroy Investments, LLC (the “Seller”) located at 108 W. Diamond A Ranch Road, Carbondale, Colorado 81623 (the “Land”), together with Seller’s right, title, and

¹ 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, 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 Jill Edinger and Michael Edinger (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 24, 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 108 W. Diamond A Ranch Road, Carbondale, Colorado Property* filed on the date hereof (the “Sharp Declaration”), the Property consists of an approximately 5,642 square foot single family home in Carbondale, Colorado. The Seller purchased the Property in October 2016 for a purchase price of \$1,434,400. Sharp Decl. ¶ 3. The Purchaser made an offer under the Purchase Agreement to acquire the Property on an “as is” basis. *Id.* Accordingly, the Debtors have determined that selling the Property now on an “as is”

basis best maximizes the value of the Property. *Id.* ¶ 4. The Property has been marketed and formally listed on the multiple-listing service for approximately 544 days, and the sales price was adjusted once from \$1,630,000 to \$1,400,000. *Id.* The Purchaser's offer under the Purchase Agreement is the highest and otherwise best offer the Debtors have received. *Id.* Accordingly, the Debtors determined that selling the Property on an "as is" basis to the Purchaser is the best way to maximize the value of the Property. *Id.*

5. The Purchase Agreement. On April 24, 2018, the Purchaser made a \$1,030,000 offer on the Property. Sharp Decl. ¶ 5. The Debtors proposed a verbal counter offer at \$1,100,000, but the Purchaser declined to increase its offer to that amount and held firm at \$1,030,000. *Id.* The Debtors nevertheless believe that the purchase price provides significant value, and accordingly, the Seller countersigned the final Purchase Agreement on April 25, 2018. *Id.* Under the Purchase Agreement, the Purchaser agreed to purchase the Property for \$1,030,000, with a \$25,000 initial cash deposit, a \$295,000 cash down payment due at closing, and the balance of \$710,000 to be financed by a loan. *Id.* The deposit is being held by Commonwealth Title Company of Garfield County, Inc. (the "Title Insurer") as escrow agent.

6. Broker's Fees. In connection with marketing the Property, the Debtors worked with Kathy Westley and Jennifer VanDyke of The Property Shop, Inc. ("Broker"), a non-affiliated third-party brokerage company.² A true and correct copy of the Exclusive Right-To-Sell Listing Contract (the "Broker Agreement") is attached hereto as Exhibit B. The Broker Agreement provides the Broker with the exclusive and irrevocable right to market the Property for a fee in the amount of 3% of the contractual sale price (the "Broker Fee"). No broker fee

² Ms. VanDyke is also a part-time employee of the Debtors. She assists generally with the Debtors' Colorado properties.

other than the Broker Fee is payable in connection with the Sale of the Property. The Purchaser is not represented by a real estate broker.

7. In the Debtors' business judgment, closing the Sale with Purchaser (and paying the associated Broker Fee) pursuant to the 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 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.

8. 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.

9. 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.

10. 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").³

RELIEF REQUESTED

11. 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.

12. 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.

13. The Debtors further request authority to pay the Broker Fee in an amount not to exceed 3% of gross Sale proceeds to the Broker out of such proceeds.

BASIS FOR RELIEF REQUESTED

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

14. 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

³ A search of the land records as reflected in the title report dated April 30, 2018 (attached as Exhibit C hereto) reveals no cognizable interest of any lienholder (whether a Debtor lienholder or otherwise).

believe that the Sale is within the ordinary course of their operations, the Sale should be approved pursuant to section 363(c)(1).

15. 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.”).

16. 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).

17. The proposed Sale unquestionably satisfies the foregoing test. First, the Sale is supported by sound business reasons: after listing the Property on the multiple-listings service for approximately 544 days and marketing the Property for sale, the Debtors have concluded that selling the Property on an “as is” basis pursuant to Purchaser’s 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 purchase price reflected therein represent a fair and reasonable offer for the Property, 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. Notwithstanding the lengthy listing period, the Debtors have received no other offers for the Property, and so the Purchaser's offer was the highest and best offer the Debtors received. *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. *Id.* ¶ 6.

18. 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, except as described above with respect to Ms. VanDyke. Accordingly, the Debtors believe that the Purchaser should be entitled to the protections of section 363(m) of the Bankruptcy Code.

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

19. 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).

20. 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).

21. 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 363(f) with respect to any such lien, claim, encumbrance, or interest.⁴

REQUEST FOR WAIVER OF STAY

22. 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

⁴ 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).

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

23. 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) the Broker, 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.

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: June 19, 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)
Betsy L. Feldman (No. 6410)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-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:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Debtors.

Chapter 11

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

Hearing Date:

July 10, 2018 at 11:00 a.m. (ET)

Objection Deadline:

July 3, 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) THE BROKER, 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 108 W. Diamond A Ranch 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 **July 3, 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.

¹ 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, or by contacting the undersigned counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON JULY 10, 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: June 19, 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)
Betsy L. Feldman (No. 6410)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-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.,¹

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket Nos. _____

**ORDER (I) AUTHORIZING THE SALE OF 108 W. DIAMOND A RANCH 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”)² 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 real property owned by the Debtor Baleroy Investments, LLC (the “Seller”) located at 108 W. Diamond A Ranch Road, Carbondale, Colorado 81623 (“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 of the Sale (collectively, the “Personal Property”) and, together with the Real Property, the “Property”) on an “as is, where is”

¹ 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, or by contacting the undersigned counsel for the Debtors.

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

basis, free and clear of any and all liens, claims, encumbrances, and other interests to Jill Edinger and Michael Edinger (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 24, 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 the Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors’ good faith business judgment to

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

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

5. All persons and entities holding liens, claims, interests or encumbrances with respect to the Property are hereby barred from asserting such 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 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.*

7. The Debtors are authorized and empowered to pay the Broker Fee in an amount up to 3% of the gross Sale proceeds to the Broker.

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

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Purchase Agreement

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: 4-24-18

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, Jill Edinger and Michael Edinger 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, Baleroy Investments, LLC, a Delaware limited liability company 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: Legal: Section: 20 Township: 7 Range: 88 Subdivision: ASPEN GLEN FLG 1 Lot: E-36 Tax area: 083 Subdivision: ASPEN GLEN FLG 1

known as No. 108 W DIAMOND A RANCH RD, CARBONDALE, COLORADO 81623 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 - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including ANY-ALL remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): [] None [] Solar Panels [X] Water Softeners [X] Security Systems [] Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except NO EXCEPTIONS. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

See additional provisions

53
 54 **2.5.5. Parking and Storage Facilities.** Use Only **Ownership** of the following parking facilities:
 55 any appurtenant to the Property _____; and Use Only **Ownership** of the following storage facilities: any appurtenant to the Property _____.

56 **2.6. Exclusions.** The following items are excluded (Exclusions):
 57 none
 58
 59

60 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**
 61 **2.7.1. Deeded Water Rights.** The following legally described water rights:
 62 none - Seller represents that it possesses no water rights to convey to Buyer
 63
 64 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.
 65 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,
 66 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
 67 n/a
 68
 69 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
 70 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
 71 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
 72 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
 73 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
 74 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
 75 Permit # is n/a.
 76 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
 77 n/a
 78
 79 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 80 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
 81 applicable legal instrument at Closing.
 82

85 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	2 business days after MEC
		Title	
2	§ 8.1	Record Title Deadline	7 days after MEC
3	§ 8.2	Record Title Objection Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
4	§ 8.3	Off-Record Title Deadline	n/a - Seller represents that there are no off record title issues, to Seller's knowledge
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.4	Title Resolution Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
7	§ 8.6	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.3	Association Documents Deadline	7 days after MEC
9	§ 7.4	Association Documents Objection Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	3 business days after Conditional Sale Deadline
12	§ 5.2	Loan Objection Deadline	35 days after Conditional Sale Deadline
13	§ 5.3	Buyer's Credit Information Deadline	n/a
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
15	§ 5.4	Existing Loan Documents Deadline	n/a
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a
17	§ 5.4	Loan Transfer Approval Deadline	n/a

18	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
19	§ 6.2	Appraisal Deadline	28 days after Conditional Sale Deadline
20	§ 6.2	Appraisal Objection Deadline	30 days after Conditional Sale Deadline
21	§ 6.2	Appraisal Resolution Deadline	35 days after Conditional Sale Deadline
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	28 days after Conditional Sale Deadline
23	§ 9.3	New ILC or New Survey Objection Deadline	30 days after Conditional Sale Deadline
24	§ 9.4	New ILC or New Survey Resolution Deadline	35 days after Conditional Sale Deadline
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
26	§ 10.3	Inspection Resolution Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
27	§ 10.5	Property Insurance Objection Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
28	§ 10.6	Due Diligence Documents Delivery Deadline	See P30 #11
29	§ 10.6	Due Diligence Documents Objection Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
30	§ 10.6	Due Diligence Documents Resolution Deadline	35 day after MEC - Buyer has 35 days from MEC to complete all due diligence
31	§ 10.7	Conditional Sale Deadline	90 days after MEC - see P30 #2
		Closing and Possession	
32	§ 12.3	Closing Date	See P30 #3
33	§ 17	Possession Date	DOD and Delivery of Funds
34	§ 17	Possession Time	
35	§ 28	Acceptance Deadline Date	4/27/2018 - Wednesday
36	§ 28	Acceptance Deadline Time	1pm MDT

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

88 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
89 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
90 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
91 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

92 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.
93

94 **4. PURCHASE PRICE AND TERMS.**

95 **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	\$ 1,030,000.00	
2	§ 4.3	Earnest Money		\$ 25,000.00
3	§ 4.5	New Loan		\$ 710,000.00
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 295,000.00
10		TOTAL	\$ 1,030,000.00	\$ 1,030,000.00

96 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ SEE P30 #4 (Seller Concession). The Seller
97 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
98 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the
99 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items
100 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or
101 credit Buyer elsewhere in this Contract.

102 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a wire/check to Commonwealth Title, will be
103 payable to and held by Commonwealth Title (Earnest Money Holder), in its trust account, on behalf of

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

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

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

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

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

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

4.5. New Loan.

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

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

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: Conventional FHA VA Bond Other any financing suitable to Buyer

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

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

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

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

4.7. Seller or Private Financing.

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

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

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

162 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
 163 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its
 164 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**
 165 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective
 166 discretion.

167

TRANSACTION PROVISIONS

168 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

169 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
 170 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
 171 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

172 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
 173 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
 174 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.
 175 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to
 176 Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE**
 177 **BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except
 178 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

179 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole
 180 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole
 181 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's
 182 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
 183 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information
 184 and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest
 185 in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under
 186 § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective
 187 discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

188 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
 189 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole
 190 benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer
 191 has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any
 192 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the
 193 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,
 194 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will
 195 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective
 196 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth
 197 in § 4.6.

198 **6. APPRAISAL PROVISIONS.**

199 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
 200 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
 201 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
 202 to be valued at the Appraised Value.

203 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
 204 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

205 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
 206 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
 207 **Objection Deadline**, notwithstanding § 8.3 or § 13:

208 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

209 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
 210 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

211 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
 212 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
 213 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written
 214 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

215 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser
 216 (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of

217 Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA
 218 requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct
 219 Endorsement lender, setting forth the appraised value of the Property of not less than \$^{n/a}_____. The purchaser (Buyer)
 220 shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the
 221 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
 222 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should
 223 satisfy himself/herself that the price and condition of the Property are acceptable.

224 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
 225 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
 226 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department
 227 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of
 228 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

229 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,
 230 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
 231 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of
 232 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.
 233 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
 234 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or
 235 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

236 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
 237 Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,
 238 lender's agent or all three.

239
 240 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest
 241 Community and subject to such declaration.

242 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
 243 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
 244 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
 245 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
 246 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
 247 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
 248 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
 249 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
 250 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
 251 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
 252 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
 253 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
 254 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
 255 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
 256 THE ASSOCIATION.

257 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the
 258 following:

259 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
 260 agreements, rules and regulations, party wall agreements;

261 **7.2.2.** Minutes of most recent annual owners' meeting;

262 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
 263 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,
 264 collectively, Governing Documents); and

265 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
 266 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
 267 any (collectively, Financial Documents).

268 **7.3. Association Documents to Buyer.**

269 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association
 270 Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
 271 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
 272 Buyer's receipt of the Association Documents, regardless of who provides such documents.

273 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
 274 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any

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

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

283 **8.1. Evidence of Record Title.**

284 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
 285 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
 286 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
 287 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
 288 issued and delivered to Buyer as soon as practicable at or after Closing.

289 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
 290 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must
 291 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
 292 Price.

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

294 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
 295 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
 296 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
 297 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
 298 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
 299 will be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.
 300 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
 301 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
 302 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
 303 object under § 8.4 (Right to Object to Title, Resolution).

304 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
 305 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of
 306 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
 307 Documents).

308 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
 309 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
 310 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
 311 party or parties obligated to pay for the owner's title insurance policy.

312 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
 313 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

314 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
 315 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
 316 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
 317 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
 318 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
 319 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
 320 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
 321 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
 322 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
 323 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
 324 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
 325 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
 326 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
 327 Commitment and Title Documents as satisfactory.

328 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
 329 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
 330 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights

331 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has
 332 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,
 333 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any
 334 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
 335 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
 336 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
 337 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
 338 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in
 339 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by
 340 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
 341 knowledge.

342 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
 343 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
 344 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

345 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
 346 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
 347 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
 348 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
 349 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
 350 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
 351 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
 352 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

353 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
 354 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

355 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
 356 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
 357 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
 358 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
 359 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
 360 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
 361 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
 362 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
 363 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
 364 RECORDER, OR THE COUNTY ASSESSOR.

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

367 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
 368 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
 369 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
 370 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
 371 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
 372 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

373 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 374 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 375 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 376 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
 377 various laws and governmental regulations concerning land use, development and environmental matters.

378 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
 379 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
 380 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
 381 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
 382 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
 383 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
 384 MINERAL ESTATE, OIL, GAS OR WATER.

385 **8.7.2. SURFACE USE AGREEMENT.** THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
 386 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
 387 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
 388 RECORDER.

389 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
390 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
391 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
392 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

393 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
394 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
395 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
396 AND GAS CONSERVATION COMMISSION.

397 8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from,
398 or not covered by the owner's title insurance policy.

399 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
400 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

401 9. NEW ILC, NEW SURVEY.

402 9.1. New ILC or New Survey. If the box is checked, a New Improvement Location Certificate (New ILC)
403 New Survey in the form of as determined by Buyer is required and the following will apply:

404 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
405 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
406 date after the date of this Contract.

407 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or
408 before Closing, by: Seller Buyer or:

409
410
411
412 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider
413 of the opinion of title if an Abstract of Title), and Buyer's assignee, if any will receive a New ILC or New Survey on or before
414 New ILC or New Survey Deadline.

415 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor
416 to all those who are to receive the New ILC or New Survey.

417 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
418 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
419 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
420 Seller incurring any cost for the same.

421 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If
422 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
423 Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

424 9.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

425 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
426 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

427 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on
428 or before New ILC or New Survey Objection Deadline, and if Buyer and Seller have not agreed in writing to a settlement
429 thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC
430 or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey
431 Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

432 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

435 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to
436 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
437 by Seller to Seller's actual knowledge, current as of the date of this Contract.

438 10.2. Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known
439 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
440 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

441 10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
442 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
443 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,

444 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
 445 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
 446 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
 447 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
 448 discretion, Buyer may, on or before **Inspection Objection Deadline**:

449 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

450 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
 451 Buyer requires Seller to correct.

452 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 453 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
 454 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
 455 Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

456 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 457 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 458 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 459 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 460 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 461 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 462 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
 463 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
 464 pursuant to an Inspection Resolution.

465 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
 466 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
 467 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

468 **10.6. Due Diligence.**

469 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
 470 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
 471 **Documents Delivery Deadline**:

472 **10.6.1.1.** All current leases, including any amendments or other occupancy agreements, pertaining to the
 473 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

474 n/a

475 **10.6.1.2.** Other documents and information:

476 any in Seller's possession, custody or control - at this time, Seller represents that there are no due
 477 diligence documents
 478
 479

480
 481 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
 482 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
 483 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

484 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

485 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 486 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

487 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on
 488 or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
 489 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 490 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 491 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

492 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
 493 owned by Buyer and commonly known as 360 W. Sopris Creek Rd., Basalt, CO 81621 and/or 1331 E. Sopris Creek Rd., Basalt, CO 81621. Buyer has the Right to Terminate
 494 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such
 495 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
 496 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

497 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
 498 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water
 499 for the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

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

503 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a
 504 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties
 505 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within
 506 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

507 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings
 508 for which a building permit was issued prior to January 1, 1978, this Contract is void unless (1) a completed Lead-Based Paint
 509 Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and
 510 fully executed form prior to the time when this Contract is signed by all parties. Buyer acknowledges timely receipt of a completed
 511 Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

512 **10.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,
 513 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was
 514 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further
 515 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
 516 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's
 517 written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the
 518 Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of
 519 the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the
 520 results of the test.

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

522

CLOSING PROVISIONS

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

524 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
 525 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
 526 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
 527 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and
 528 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
 529 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

530 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
 531 this Contract.

532 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
 533 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
 534 Buyer and Seller.

535 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
 536 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

542 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
 543 accepted by Buyer in accordance with **Record Title**,

544 **13.2.** Distribution utility easements (including cable TV),

545 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual
 546 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

547 **13.4.** Inclusion of the Property within any special taxing district, and

548 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
 549 assessed prior to or after Closing, and

550 **13.6.** Other n/a.

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

553 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**554 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
555 to be paid at Closing, except as otherwise provided herein.556 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
557 One-Half by Buyer and One-Half by Seller Other n/a.558 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
559 assessments (Status Letter) must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.
560 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
561 or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller One-Half by Buyer
562 and One-Half by Seller.563 **15.4. Local Transfer Tax.** The Local Transfer Tax of n/a % of the Purchase Price must be paid at Closing by
564 None Buyer Seller One-Half by Buyer and One-Half by Seller.565 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
566 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
567 **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s):
568 n/a in the total amount of n/a % of the Purchase Price or \$ n/a.569 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
570 \$ n/a for:571 Water Stock/Certificates Water District
572 Augmentation Membership Small Domestic Water Company Roaring Fork Water and Se573 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller574 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
575 None Buyer Seller One-Half by Buyer and One-Half by Seller.576 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:577 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
578 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and
579 **Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
580 veteran exemption or Other _____.581 **16.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to
582 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
583 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
584 assume Seller's obligations under such Leases.585 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
586 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
587 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
588 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
589 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except
590 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
591 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
592 Assessments are currently payable at approximately \$ ¹⁶⁸³ per year _____ and that there are no unpaid regular
593 or special assessments against the Property except the current regular assessments and n/a. Such
594 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
595 deliver to Buyer before **Closing Date** a current Status Letter.596 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and n/a.597 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.598 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
599 the Leases as set forth in § 10.6.1.1.600
601 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
602 to Buyer for payment of \$ n/a per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
603 **Possession Time** until possession is delivered.604 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked,
605 then Buyer Does Not represent that Buyer will occupy the Property as Buyer's principal residence.606 If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

607

GENERAL PROVISIONS

608 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**609 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
610 Time (Standard or Daylight Savings as applicable).611 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
612 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
613 federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a
614 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.615 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
616 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
617 condition existing as of the date of this Contract, ordinary wear and tear excepted.618 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
619 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
620 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
621 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under
622 § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should
623 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
624 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
625 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
626 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the
627 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
628 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
629 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
630 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
631 insurance claim.632 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
633 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
634 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
635 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
636 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
637 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
638 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
639 **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
640 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the
641 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
642 may be purchased and may cover the repair or replacement of such Inclusions.643 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
644 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
645 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
646 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
647 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
648 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.649 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
650 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.651 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
652 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
653 of title and consultation with legal and tax or other counsel before signing this Contract.654 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
655 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
656 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
657 party has the following remedies:658 **21.1. If Buyer is in Default:**

659 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
 660 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
 661 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect
 662 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

663 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller
 664 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
 665 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
 666 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
 667 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
 668 performance and additional damages.

669 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
 670 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
 671 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

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

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

684 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 685 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 686 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
 687 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
 688 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
 689 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
 690 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
 691 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is
 692 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
 693 not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order
 694 of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this
 695 Contract.

696 **25. TERMINATION.**

697 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 698 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 699 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 700 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
 701 satisfactory and waives the Right to Terminate under such provision.

702 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
 703 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

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

711 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
712 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
713 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
714 Closing must be received by the party, not Broker or Brokerage Firm).

715 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
716 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
717 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
718 Brokerage Firm) at the electronic address of the recipient by facsimile, email or text or electronic signature on CTme but facsimile is deleted.

719 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
720 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
721 access the documents, or (3) facsimile at the Fax No. of the recipient.

722 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
723 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
724 located in Colorado.

725 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
726 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
727 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
728 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
729 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

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

734 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

737 See Exhibit 1, attached.
738
739
740
741
742
743
744

745 **31. ATTACHMENTS.**

746 **31.1.** The following attachments **are a part** of this Contract:
747 Exhibit 1 (additional provisions) and Exhibit 2 (Bankruptcy Language)

748 **31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-
749 Closing Occupancy Agreement is attached.
750
751
752

753 **31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:
754
755
756
757

758 **SIGNATURES**

759 Buyer's Name: Jill Edinger

Buyer's Name: Michael Edinger

4-24-2018

Buyer's Signature _____ Date _____

Address: 1331 E. Sopris Creek Rd., Basalt, CO 81621

Phone No.: _____

Fax No.: n/a

Email Address: jill.teehan@alumni.brown.edu

4-24-2018

Buyer's Signature _____ Date _____

Address: 1331 E. Sopris Creek Rd., Basalt, CO 81621

Phone No.: 719-331-9211

Fax No.: n/a

Email Address: michaeltedinger@gmail.com

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

Seller's Name: _____

Seller's Name: _____

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

761

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

763 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 compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

 Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

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: The Property Shop

Broker's Name: Jennifer VanDyke & Kathy Westley

Jennifer VanDyke Kathy Westley
Broker's Signature Date

4/25/18

Address: 1117 Grand Ave

Glenwood Springs, CO

Phone No.: 970-947-9300

Fax No.: _____

Email Address: jennifer@propertyshopinc.com kathy@propertyshopinc.com

765

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

711 27.1. **Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
712 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
713 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
714 Closing must be received by the party, not Broker or Brokerage Firm).

715 27.2. **Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
716 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
717 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
718 Brokerage Firm) at the electronic address of the recipient by facsimile, email or text or electronic signature on CTime but facsimile is deleted.

719 27.3. **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
720 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
721 access the documents, or (3) facsimile at the Fax No. of the recipient.

722 27.4. **Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
723 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
724 located in Colorado.

725 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
726 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
727 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
728 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
729 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

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

734 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

735 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
736 Commission.)
737 See Exhibit 1, attached.
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739
740
741
742
743
744

745 **31. ATTACHMENTS.**

746 31.1. The following attachments are a part of this Contract:
747 Exhibit 1 (additional provisions) and Exhibit 2 (Bankruptcy Language)
748 31.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-
749 Closing Occupancy Agreement is attached.
750
751

752 31.2. The following disclosure forms are attached but are not a part of this Contract:
753
754
755
756
757

758 **SIGNATURES**

759 Buyer's Name: Jill Edinger

Buyer's Name: Michael Edinger


 Buyer's Signature _____ Date 4-24-2018
 Address: 1331 E. Sopris Creek Rd., Basalt, CO 81621
 Phone No.: _____
 Fax No.: n/a
 Email Address: jil.teehan@alumni.brown.edu


 Buyer's Signature _____ Date 4-24-2018
 Address: 1331 E. Sopris Creek Rd., Basalt, CO 81621
 Phone No.: 719-331-9211
 Fax No.: n/a
 Email Address: michaeltedinger@gmail.com

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

Seller's Name: _____
Frederick Chin, CEO
 Seller's Signature _____ Date 04/25/2018
 Address: _____
 Phone No.: _____
 Fax No.: _____
 Email Address: _____

Seller's Name: _____
 Seller's Signature _____ Date _____
 Address: _____
 Phone No.: _____
 Fax No.: _____
 Email Address: _____

761

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

764

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
 (To be completed by Broker working with Buyer)

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

Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction.

This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Brokerage Firm's Name: _____
 Broker's Name: _____

 Broker's Signature _____ Date _____

Address: _____
 Phone No.: _____
 Fax No.: _____

Exhibit 1

To Contract 4-24-18 108 W Diamond A Ranch Rd

1. RE: P2.2: Contract is fully assignable by Buyers at Buyer's sole discretion.
2. RE: P 10.7: Both of the Properties described in 10.7 are currently listed for sale and will be diligently marketed throughout the term of this Contract. Buyer agrees to close on the Property as soon as possible following the sale of one or both of the properties described in 10.7. If Buyer is not able to sell one or both of the Properties described in 10.7 on terms acceptable to Buyer, in Buyer's sole discretion, by the Conditional Sale Deadline, then Buyer shall provide written notice to Seller as required by this Contract. In that case, Buyer shall have the right to terminate this Contract and all earnest money shall be promptly returned to Buyer. Buyer shall have the option of one continuance of 30 days of the Conditional Sale Deadline if Buyer agrees at the time of timely exercise of that right to increase the Purchase Price by \$20,000.00. During the Contingency Sale Period, Seller shall not have the right to terminate or unduly interfere with this Agreement.
3. RE: P 12.3: Closing Date shall be 45 days after Conditional Sale Deadline or sooner if agreed to by the parties.
4. Re: P4.2 Seller Concession. At Closing Seller shall provide Buyer a credit of \$30,000.00 to be applied toward the estimated cost of repair of the roof and radon mitigation at the Property.
5. Re: P 10: Buyer shall have 35 days to complete all inspections and any/all Due Diligence. All Contingencies shall be met prior to the Reconstruction Team submitting to the Bankruptcy Court for sale approval and Sale Order.
6. No commission shall be payable on the Selling side as Buyers are not represented by a broker. Commission to the Listing Brokerage, the Property Shop, shall be 3% of the Purchase Price.
7. As Advertised: "Membership to join the Aspen Glen Club is optional, but included at no additional cost if Buyer wants to join."
8. Re: P 2.5.4: All appliances and electronics at or on the Property at the time of this Contract are included in the purchase price, including: stoves, ovens, microwaves, washer/dryer, refrigerator, dishwasher and televisions.
9. At Closing, Seller shall convey to Buyer all furnishings, area rugs, lighting, decorative accessories and wall hangings featured in the Property at the time of this Contract, for consideration in full of \$500.00, which amount shall be paid at Closing by Buyer.
10. Seller agrees to deliver the Property in "maid clean condition." Maid Clean Condition shall be defined as all personal property not otherwise included shall be removed from the premises, as shall trash, all appliances cleaned, all floors mopped and carpets professionally cleaned, all bathroom fixtures, tubs and showers cleaned, windows washed and walls free of dirt.
11. Re: P3: Seller represents that it has no due diligence documents in its custody or control, to Seller's actual knowledge, but will provide whatever documentation it has, if any, at Buyer's reasonable, timely requests.

Exhibit 2 to Contract – Bankruptcy Language

To Contract 4-24-18 108 W Diamond A Ranch Rd

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

2. Approval of Bankruptcy Court. Seller is a Debtor in jointly-administered bankruptcy Case No. 17-12560-KJC in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). This Agreement, including Seller’s obligation to transfer title free and clear of all liens in Paragraph 13, is expressly contingent upon the Bankruptcy Court’s entry of a final, non-appealable order (“Sale Order”) approving this Agreement on or prior to Closing, and any transaction(s) contained herein, including payment or escrow of the brokerage commission as well as the conveyance of the Property free and clear of all monetary liens and encumbrances. Seller will use best efforts to file a motion for approval of this Agreement with the Bankruptcy Court promptly after all Buyer objection and resolution deadlines or any other contingency periods have lapsed, or after Buyer has waived all such deadlines or contingencies in writing. Both Buyer and Seller shall have a Right to Terminate, as defined in Section 25 of the Contract, if the Sale Order entered by the Bankruptcy Court is not reasonably acceptable to them; provided that Seller or Buyer, as the case may be, must exercise, in writing, such Right to Terminate on such grounds within five (5) days following entry of the Sale Order. Additionally, Buyer has a Right to Terminate at any time after MEC+75 if the Sale Order has not yet been entered. Closing shall occur seven (7) days after the Sale Order becomes final and non-appealable.

2.a. Buyer’s offer and this Contract are conditioned upon the Bankruptcy Court’s approval of a purchase agreement eliminating all claims, future or present, known or unknown, liquidated or unliquidated, from the Property. Seller shall comply with all applicable state and federal laws, rules, regulations or notices, and any applicable Bankruptcy Court rules, orders, requirements and notices, with regard to the sale of the Property. The Property and the purchase are “free and clear” of liens, claims and encumbrances. The Sale Order shall (i) unambiguously state that the sale is free and clear of all claims against the Debtor, whether known or unknown, (ii) that the Buyer is unequivocally not a successor in interest of the debtor for any purpose and thus is not answerable for any successor liability claims and Buyer is released or discharged from any successor liability; and (iii) include a broad release and provisions unambiguously enjoining any Debtor’s creditors and others from bringing actions and claims against the Buyer arising before the Buyer’s acquisition of the Property. Any liabilities related to the Property and/or Debtor are expressly rejected by Buyer.

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

4. Inventory of furniture shall be within 21 days of MEC.

~~{This one after the 35 days — and inspection are done~~

~~Buyer has conducted its due diligence of the Property and is satisfied with the condition of the Property in all respects. Buyer hereby expressly waives any right Buyer currently has to object under any objection deadline or other contingency under the Contract, including pursuant to Paragraphs 6.2, 7.4, 8.2, 8.3, 9.3, 10.3, 10.5, or 10.6. Buyer maintains its Right to Terminate pursuant to Additional Provisions, Paragraph 30 related to the Bankruptcy Court’s Sale Order. All other terms of the Contract are hereby ratified.}~~

EXHIBIT B

BROKER AGREEMENT



The Property Shop, Inc.
Kathy Westley
Ph: 970-947-9300 Fax: 970-947-9335

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 **TRANSACTION-BROKERAGE**

Date: **4/10/2018**

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.

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: *Baleroy Investments LLC*

3.2. Brokerage Firm: *The Property Shop, Inc.*

3.3. Broker: *Kathy Westley, Jennifer VanDyke*

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

ASPEN GLEN FILING 1 LOT: E-36,
known as No. *108 W Diamond Ranch Road, Carbondale, CO 81623*,

71 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant
 72 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.
 73

74 3.5. Sale; Lease.

75 3.5.1. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary
 76 creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes
 77 an agreement to transfer any ownership interest in an entity which owns the Property.
 78

79 3.5.2. If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the
 80 Property or Lease means any agreement between the Seller and a tenant to create a tenancy or leasehold
 81 interest in the Property.
 82

83 3.6. Listing Period. The Listing Period of this Seller Listing Contract begins on **upon execution**
 84 **by Frederick Chin CEO**, and continues through the earlier of (1) completion of the Sale of the Property or
 85 (2) **9/10/2018 see P. 30 Additional Provisions #2**, and any written extensions (Listing Period). Broker
 86 must continue to assist in the completion of any Sale or Lease for which compensation is payable to Brokerage
 87 Firm under § 7 of this Seller Listing Contract.
 88

89 3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable.
 90 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution
 91 of this contract) means the date upon which both parties have signed this Seller Listing Contract.
 92

93 3.8. Day; Computation of Period of Days, Deadline.

94 3.8.1. Day. As used in this Seller Listing Contract, the term "day" means the entire day ending at
 95 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
 96

97 3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending
 98 date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any
 99 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will
 100 Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
 101 checked, the deadline will not be extended.
 102
 103
 104

105 4. BROKERAGE RELATIONSHIP.

106 4.1. If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited
 107 agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a
 108 Transaction-Broker.
 109

110 4.2. In-Company Transaction – Different Brokers. When Seller and buyer in a transaction are working
 111 with different brokers, those brokers continue to conduct themselves consistent with the brokerage
 112 relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay
 113 compensation to brokers within Brokerage Firm working with a buyer.
 114

115 4.3. In-Company Transaction – One Broker. If Seller and buyer are both working with the same
 116 broker, Broker must function as:
 117

118 4.3.1. Seller's Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree
 119 the following applies:
 120

121 4.3.1.1. Seller Agency Only. Unless the box in § 4.3.1.2 (Seller Agency Unless Brokerage
 122 Relationship with Both) is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a
 123 customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must
 124 disclose to such customer Broker's relationship with Seller.
 125

126 4.3.1.2. Seller Agency Unless Brokerage Relationship with Both. If this box is checked,
 127 Broker represents Seller as Seller's Agent and must treat the buyer as a customer, unless Broker currently has
 128 or enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker must act
 129 as a Transaction-Broker.
 130

131 4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in
 132 the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker
 133 must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent
 134 for either party. If Seller and buyer are working with the same broker, Broker must continue to function as a
 135 Transaction-Broker.
 136
 137
 138

139 5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
 140

141 Seller's Agent, must perform the following **Uniform Duties** when working with Seller:

- 142 **5.1.** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:
- 143 **5.1.1.** Performing the terms of any written or oral agreement with Seller;
- 144 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the
- 145 Property is subject to a contract for Sale;
- 146 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;
- 147 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
- 148 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- 149 **5.1.5.** Accounting in a timely manner for all money and property received; and
- 150 **5.1.6.** Keeping Seller fully informed regarding the transaction.
- 151 **5.2.** Broker must not disclose the following information without the informed consent of Seller:
- 152 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;
- 153 **5.2.2.** What the motivating factors are for Seller to sell the Property;
- 154 **5.2.3.** That Seller will agree to financing terms other than those offered;
- 155 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to
- 156 disclose such information would constitute fraud or dishonest dealing; or
- 157 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or
- 158 stigmatize the Property.
- 159 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
- 160 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
- 161 further disclose such information without consent of Seller, or use such information to the detriment of Seller.
- 162 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker
- 163 may show alternative properties not owned by Seller to other prospective buyers and list competing properties
- 164 for sale.
- 165 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is
- 166 subject to a contract for Sale.
- 167 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer
- 168 and has no duty to independently verify the accuracy or completeness of statements made by Seller or
- 169 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
- 170 condition or to verify the accuracy or completeness of any statement made by a buyer.
- 171 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been
- 172 approved, directed, or ratified by Seller.
- 173 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers
- 174 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within
- 175 Brokerage Firm or by another broker.

176 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,

177 Broker is Seller's Agent, with the following additional duties:

- 178 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;
- 179 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and
- 180 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by
- 181 Broker.

182 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller

183 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned

184 by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by

185 any other person in connection with the Sale of the Property.

186 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay

187 Brokerage Firm as follows:

- 188 **7.1.1. Sale Commission.** (1) 3.0% of the gross purchase price or (2) n/a, in U.S. dollars.
- 189 **7.1.2. Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to
- 190 (1) n/a% of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: Buyers are
- 191 representing themselves so no selling side commission paid. 3% of the purchase price is the

211 listing commission.

212 **7.1.3. Other Compensation.** n/a.

213 **7.2. Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage
214 firms, whose brokers are acting as:

215 **Buyer Agents:** % of the gross sales price or n/a, in U.S. dollars.

216 **Transaction-Brokers:** % of the gross sales price or n/a, in U.S. dollars.

217 **7.3. When Earned.** Such commission is earned upon the occurrence of any of the following:

218 **7.3.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

219 **7.3.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
220 specified in this Seller Listing Contract; or

221 **7.3.3.** Any Sale (or Lease if § 3.5.2 is checked) of the Property within 120 calendar days after the
222 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was
223 submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, however,
224 Seller **Will** **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned
225 by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during
226 the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this
227 § 7.3.3, then Seller does not owe the commission to Brokerage Firm.

228 **7.4. When Applicable and Payable.** The commission obligation applies to a Sale made during the
229 Listing Period or any extension of such original or extended term. The commission described in § 7.1.1 is
230 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)
231 then on the contracted date of closing, as contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2
232 where the offer made by such buyer is not accepted by Seller.

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

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

244 **9.1. MLS/Information Exchange.**

245 **9.1.1.** The Property **Will** **Will Not** be submitted to one or more MLS and **Will** **Will Not**
246 be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide
247 timely notice of any status change to such MLS and information exchanges. Upon transfer of deed from Seller
248 to buyer, Seller authorizes Broker to provide sales information to such MLS and information exchanges.

249 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: no
250 exceptions.

251 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

252 **9.1.4.** The Property Address **Will** **Will Not** be displayed on the Internet.

253 **9.1.5.** The Property Listing **Will** **Will Not** be displayed on the Internet.

254 **9.2. Property Access.** Access to the Property may be by:

255 Manual Lock Box Electronic Lock Box

256 Listing Agent must accompany all showings - call listing office for access.

257 Other instructions: GSAR MLS.

258 **9.3. Brokerage Marketing.** The following specific marketing tasks will be performed by Broker:
259 n/a.

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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. \$ 1400000

11.2. Terms. **Cash** **Conventional** **FHA** **VA** **Other:** n/a

11.3. Loan Discount Points. n/a

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

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$ 3-5% purchase price in the form of wire/check to Commonwealth Title

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.

13. INCLUSIONS AND EXCLUSIONS.

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

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

and controls, built-in vacuum systems (including accessories), garage door openers including n/a remote controls.

Other Fixtures: n/a

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

13.1.2. Personal Property. The following items are included if on the Property, whether attached or not, on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: **Water Softeners** **Smoke/Fire Detectors** **Carbon Monoxide Alarms** **Security Systems** **Satellite Systems** (including satellite dishes); and **refrigerator, range, wall ovens, dishwasher, microwave, washer, dryer, all staging items in Property**

The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except no exceptions. Conveyance will be by bill of sale or other applicable legal instrument.

13.1.3. Trade Fixtures. The following trade fixtures are included: n/a

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance will be by bill of sale or other applicable legal instrument.

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

13.1.5. Water Rights. The following legally described water rights: n/a. Any water rights must be conveyed by n/a deed or other applicable legal instrument. The Well Permit # is n/a.

13.1.6. Growing Crops. The following growing crops: n/a.

13.2. Exclusions. The following are excluded (Exclusions): n/a

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

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

The Property is subject to the following leases and tenancies: n/a.

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.

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

421 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
 422 assessment is currently payable at approximately \$ 1683 per year and that there are no unpaid regular or
 423 special assessments against the Property except the current regular assessments and except n/a. Seller
 424 agrees to promptly request the owners' association to deliver to buyer before date of closing a current
 425 statement of assessments against the Property.
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 428

429 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: date of delivery of
 430 deed, subject to leases and tenancies as described in § 14.
 431
 432

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

434 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
 435 adverse material facts actually known by such broker including but not limited to adverse material facts
 436 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
 437 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
 438 These types of disclosures may include such matters as structural defects, soil conditions, violations of health,
 439 zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have
 440 the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker
 441 about the Property.
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445 **18.2. Seller's Obligations.**

446 **18.2.1. Seller's Property Disclosure Form.** Disclosure of known material latent (not obvious)
 447 defects is required by law. Seller **Agrees** **Does Not Agree** to provide a Seller's Property Disclosure
 448 form completed to Seller's current, actual knowledge.
 449

450 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
 451 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
 452 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to
 453 any potential buyer in a timely manner.
 454

455 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
 456 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
 457 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
 458 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location
 459 as required by the applicable building code, prior to offering the Property for sale or lease.
 460

461 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
 462 date of the sales contract or lease, ordinary wear and tear excepted, unless Seller, at Seller's sole option,
 463 agrees in writing to any repairs or other work to be performed by Seller.
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467 **19. RIGHT OF PARTIES TO CANCEL.**

468 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Listing Contract, Seller
 469 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation if
 470 the Seller Agency box is checked. Examples of a Broker default include, but are not limited to (1) abandonment
 471 of Seller, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties
 472 (§ 5) or, if the Seller Agency box at the top of page 1 is checked, the failure to fulfill all material Additional
 473 Duties Of Seller's Agent (§ 6). Any rights of Seller that accrued prior to cancellation will survive such
 474 cancellation.
 475
 476

477 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon written
 478 notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate
 479 or inspect the Property, and no duty to verify statements made, Brokerage Firm has the right to cancel this
 480 Seller Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Property or
 481 Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity,
 482 odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants,
 483 or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
 484 Property. Additionally, Brokerage Firm has the right to cancel this Seller Listing Contract if Seller or occupant of
 485 the Property fails to reasonably cooperate with Broker or Seller defaults under this Seller Listing Contract. Any
 486 rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.
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20. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) 100% will be paid to Seller; (2) divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) Other: n/a. If no box is checked in this Section, choice (1), 100 % paid to Seller, applies. Any forfeiture of payment under this section will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

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

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

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

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

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

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

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

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

1. This is a one (1) party listing for Buyers, Michael Edinger and Jill Edinger. Buyers are representing themselves and there will be no selling commission (3%) paid. Listing commission is 3%.

2. Should this Property which has an offer waiting approval, fall out of contract or an agreement is not reached, said property's listing contract shall be considered terminated with the Property Shop and Buyer shall be considered a Submitted Prospect and fall under the regulation per paragraph 7.3.3 mentioned above. All terms and conditions described above

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will apply.

3. Text is a an acceptable form of Electronic Delivery per Paragraph 31.2. n/a

29. ATTACHMENTS. The following are a part of this Seller Listing Contract:
n/a

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

31. NOTICE, DELIVERY AND CHOICE OF LAW.

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

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

31.3. Choice of Law. This Seller Listing 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 this state for property located in Colorado.

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

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

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

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

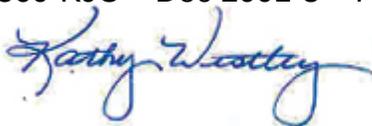
Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

Frederick Chin, CEO

Date: 4/16/2018

Seller: **Baleroy Investments LLC**
By: Frederick Chin, CEO

Address:
Phone: Fax:
Electronic Address:



Date: 4/10/2018

Broker: **Kathy Westley**

Brokerage Firm's Name: **The Property Shop, Inc.**

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

Ph: **970-947-9300** Fax: **970-947-9335** Electronic Address: **kathy@propertyshopinc.com**

Date: _____

Broker: **Jennifer VanDyke**

Brokerage Firm's Name: **The Property Shop Inc.**

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

Ph: **9704041338** Fax: Email: **jennifer@propertyshopinc.com**

LC50-6-16 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

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EXHIBIT C

TITLE REPORT

Commonwealth Title Company of Garfield County, Inc.

**127 E. 5th Street
Rifle, CO 81650
Phone (970) 625-3300 / Fax (970) 625-3305**

**1322 Grand Avenue
Glenwood Springs, CO 81601
Phone (970) 945-4444 / Fax (970) 945-4449**

Date: April 30, 2018

File No. 1804109 ANTIC

Property Address. 108 W. Diamond A Ranch Road, Carbondale

[Tax Information](#)

Listing Agent

The Property Shop
1117 Grand Avenue
Glenwood Springs, CO 81601
Attn: Jennifer VanDyke
Email: jennifer@propertyshopinc.com;
laura@propertyshopinc.com

Lender

A Lender To Be Determined

Buyer

Jill Edinger and Michael Edinger
Email: michaeltedinger@gmail.com

Seller

Baleroy Investments, LLC, a Delaware limited liability
company
Email: msorenson@dsi.biz

Attorney

Balcomb & Green
PO Drawer 790
Glenwood Springs, CO 81601
Attn: Chad Lee - Britt Choate
Email: cleee@balcombgreen.com; brittc@balcombgreen.com

Closing Contacts

Glenwood Springs office - 970-945-4444

Rifle office - 970-625-3300

Linda Gabossi - linda@cwtrifle.com
Connie Rose Robertson - connie@cwtrifle.com

Denna Conwell - denna@cwtrifle.com
Patti Reich - patti@cwtrifle.com

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. 1804109 ANTIC

1. Effective Date: **April 25, 2018 at 7:59 AM**

2. Policy or Policies to be issued:

(a) ALTA OWNER POLICY (ALTA 6-17-06) **\$1,030,000.00**

Proposed Insured:

Jill Edinger and Michael Edinger

(b) ALTA LOAN POLICY (ALTA 6-17-06) **\$710,000.00**

Proposed Insured:

A Lender To Be Determined, Its Successors and/or Assigns

3. The Estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Baleroy Investments, LLC, a Delaware limited liability company

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

Lot E-36

Aspen Glen Filing No. 1

According to the plat thereof recorded April 6, 1995 as Reception No. 476330

TITLE CHARGES

Owner's Policy Standard Coverage	\$1,213.00	Developers
Owner's Extended Coverage	50.00	
Mortgagee's Policy	100.00	
Tax Certificate	15.00	
Form 100	50.00	
Form 8.1	50.00	
Form 100.30	187.00	
ALTA 5.1-06	187.00	
Delete Standard Exceptions (Lender's)	N/C	
Closing Protection Letter	25.00	

COUNTERSIGNED: Patrick P. Burwell

Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

File No. 1804109 ANTIC

SCHEDULE B - SECTION 1

The Following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded to the office of the Clerk and Recorder of the County in which said property is located.

1. Special Warranty Deed from Baleroy Investments, LLC, a Delaware limited liability company, or the appropriate Bankruptcy Court approved officer vesting fee simple title in Jill Edinger and Michael Edinger.

Subject to approval of the proposed transaction by the United States Bankruptcy Court in Case No.17-12816KJC.

2. Recordation of an Order Authorizing the Bankruptcy Trustee or the appropriate Bankruptcy Court approved officer to Sell the Parcel to be insured hereunder issued by the United States Bankruptcy Court in Case No.17-12816KJC.
3. Approval by the Bankruptcy Court for the sale of this property and entry of a non-appealable order.
4. Deed of Trust from Jill Edinger and Michael Edinger to the Public Trustee of Garfield County for the use of A Lender To Be Determined.
5. Note: Per Statement of Authority recorded October 28, 2016 as [Reception No. 884457](#) the person(s) authorized to execute instruments conveying, encumbering or otherwise affecting title to real property are Robert Shapiro, Manager on behalf of Baleroy Investments, LLC, a Delaware limited liability company
6. Collect Reserve Fund Contribution of \$100.00, Initial Master Association account set up fee \$150.00 and a master association statement prep fee \$150.00
7. Execution of a Final Affidavit and Agreement indemnifying the Company against unfiled mechanic's and materialmen's liens.
8. Receipt of satisfactory approval from Alliant National Title for the issuance of the policy described herein.

DISCLOSURES

Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph F provides: "Whenever a title entity provides the closing and settlement service that is in conjunction with the issuance of an owner's policy of title insurance, it shall update the title commitment from the date of issuance to be as reasonably close to the time of closing as permitted by the real estate records. Such update shall include all impairments of record at the time of closing or as close thereto as permitted by the real estate records. The title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all undisclosed matters that appear of record prior to the time of closing." Provided Commonwealth Title Insurance Company of Garfield County, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued. This Notice is required by Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph G.

Pursuant to Colorado Division of Insurance Regulation 8-1-2, notice is hereby given that affirmative mechanic's lien protection for the prospective insured owner may be available 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 purposes of construction on the land described in Schedule A of this Commitment within the past 6 months. C. The Company must receive appropriate affidavits indemnifying the Company against all 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. No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph M.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given of the availability of a Closing Protection Letter which may, upon request, be provided to certain parties to the transaction.

Pursuant to C.R.S. §10-11-122, notice is hereby given that:

A) The subject real property may be located in a special taxing district; B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent; C) The 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; and D) The company will not issue its policy of policies of title insurance contemplated by the commitment until it has been provided a Certificate of Taxes due 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

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 of an inch. The clerk and recorder may refuse to record or file any document that does not conform.

Pursuant to C.R.S. §10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that 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.

If the transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. §39-22-604.5 (Nonresident withholding).

Pursuant to C.R.S. §38-35-125(2), 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 withdrawal as a matter of right. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph J. "**Good Funds Law**"

C.R.S. §39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee and Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

File No. 1804109 ANTIC

SCHEDULE B - SECTION 2

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:

1. Rights or claims of parties in possession not shown by the Public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
2. Easements, or claims of easements, not shown by the public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
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.
Note: Exception No. 4 will be deleted upon receipt of Final Affidavits and Agreements indemnifying the Company against unfiled mechanic's and materialmen's liens.
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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
Note: Exception 5 will be deleted on the final policy if Commonwealth Title Company of Garfield County, Inc. closes the proposed transaction and records the applicable instruments of conveyance.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
Note: Exception 6 will read: "General taxes and assessments for the year 2017 and thereafter, not yet due and payable." on the final policy if Commonwealth Title Company of Garfield County, Inc. closes the proposed transaction.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
9. 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 and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded April 16, 1892 in Book 12 at Page 135.
10. Reservation of an undivided one-fourth interest in and to all oil, gas, hydrocarbons and minerals in instrument recorded September 26, 1961 in [Book 336 at Page 570.](#)
11. Terms and conditions of Agreement recorded August 19, 1994 in [Book 912 at Page 970.](#)
12. Terms and conditions of Out-of-District Sewer Service Agreement recorded August 19, 1994 in [Book 912 at Page 973.](#)
13. Terms and conditions of Trench, Conduit and Vault Agreement recorded December 1, 1995 in [Book 959 at Page 968.](#)
14. Terms and conditions of Garfield County Board of Commissioner Resolutions for Aspen Glen Planned Unit Development recorded June 29, 1992 in [Book 835 at Page 305.](#)
December 28, 1993 in [Book 887 at Page 824.](#)
August 9, 1994 in [Book 911 at Page 791.](#)
February 9, 1996 in [Book 966 at Page 682.](#)
February 9, 1996 in [Book 966 at Page 686.](#)
August 20, 1997 in [Book 1030 at Page 722.](#)

(Continued)

File No. 1804109 ANTIC

SCHEDULE B - SECTION 2
(Continued)

15. Terms, conditions, provisions and obligations as contained in agreements recorded April 12, 1992 in [Book 827 at Page 636](#).
16. Terms, conditions, provisions and obligations as contained in agreements recorded June 29, 1992 in [Book 835 at Page 364](#).
17. Easements, rights of way and other matters as set forth on the plat of Aspen Glenn Planned Unit Development recorded April 6, 1995 under [Reception No. 476330](#).
18. Restrictive covenants, which do not contain a forfeiture or reverter clause, as contained in instrument recorded April 6, 1995 in [Book 936 at Page 350](#).
Amended in instrument recorded July 15, 1997 in [Book 1026 at Page 161](#).
Supplemented in instrument recorded August 24, 1998 in [Book 1084 at Page 943](#).
Amended in instrument recorded October 26, 1998 in [Book 1094 at Page 517](#).
19. Terms, conditions and provisions of Subdivider's Agreement as contained in instrument recorded April 6, 1995 in [Book 936 at Page 444](#).
Amended in instrument recorded July 11, 1996 in [Book 984 at Page 697](#).
20. Terms, conditions, provisions, obligations, restrictions, easements and rights of way as contained in Declaration of Golf Facilities Development, Construction and Operational Easement recorded April 6, 1995 in [Book 936 at Page 314](#).
21. Terms and conditions of Encroachment License recorded January 10, 2017 as [Reception No. 887480](#).

NOTE: EXCEPTION(S) 1,2,3 and 4 WILL NOT APPEAR IN THE OWNERS AND MORTGAGEE'S POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of Title Insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B - Section 2, the following items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1. (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof. (3) any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: The policy (s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

COMMONWEALTH TITLE COMPANY PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.