

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WOODBIDGE GROUP OF COMPANIES,
LLC, et al.,¹

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket Nos. 2096, 2217

ORDER (I) AUTHORIZING THE SALE OF 90 PRIMROSE 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 Carbondale Peaks Lot L-1, LLC (the "Seller") located at 90 Primrose Road, Carbondale, Colorado 81623 (the "Land"), together with Seller's right, title, and interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the "Improvements" and together with the Land, the "Real Property"), and any and all of the Seller's right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the closing 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 David. H. Booth 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 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.

Charmaine M. Booth (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 May 6, 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 Fees and the Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors' good faith business judgment to

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

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

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

6. All proceeds of the Sale (net of the Broker Fees and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the *Final Order on Debtors' Motion for Entry of Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief.*

7. The Debtors are authorized and empowered to (i) pay the Purchaser's Broker Fee in an amount up to 2.5% of the gross sale proceeds, and (ii) pay the Seller's Broker Fee in an amount up to 2.5% of the gross sale proceeds.

8. The Purchase Agreement is undertaken by the Debtors and Purchaser in good faith and that, pursuant to Bankruptcy Code § 363(m), the reversal or modification on appeal of

any sale consummated pursuant to the terms of this Order shall not affect the validity of such sale unless such sale was stayed pending appeal.

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

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

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

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

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

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

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

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

Dated: July 24, 2018
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Purchase Agreement



KELLERWILLIAMS REALTY

Keller Williams Realty DTC, LLC

Caitlin M. Booth

Ph: 303-906-4827

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: 5/6/2018

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, David H Booth and Charmaine M Booth, will take title to the Property described below as

Joint Tenants Tenants In Common Other n/a.

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

2.3. Seller. Seller, Carbondale Peaks Lot L-1, LLC, is the current owner of the Property described below.

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

Section: 19 Township: 7 Range: 88 Subdivision: PEAKS AT ASPEN GLEN, PHASE 3 Lot: L1 AMENDED RESUB OF LOT L

known as No. 90 Primrose Road, Carbondale, CO 81623,

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 Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

Seller(s) Initials:

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

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: Dishwasher; Dryer; Freezer; Microwave; Oven; Range; Refrigerator; Stove Top; Washer. All furniture, furnishings, artwork, and household items in subject property at time of viewing to be conveyed via a separate bill of sale.

2.5.5. Parking and Storage Facilities. Use Only Ownership of the following parking facilities: Attached 2 car garage; and Use Only Ownership of the following storage facilities: n/a.

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

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

2.7.1. Deeded Water Rights. The following legally described water rights: n/a

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

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

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

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

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

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	5/14/2018	Monday
		Title		
2	§ 8.1	Record Title Deadline	5/18/2018	Friday
3	§ 8.2	Record Title Objection Deadline	5/21/2018	Monday
4	§ 8.3	Off-Record Title Deadline	5/18/2018	Friday
5	§ 8.3	Off-Record Title Objection Deadline	5/21/2018	Monday
6	§ 8.4	Title Resolution Deadline	5/23/2018	Wednesday
7	§ 8.6	Right of First Refusal Deadline	n/a	
		Owners' Association		
8	§ 7.3	Association Documents Deadline	5/21/2018	Monday
9	§ 7.4	Association Documents Objection Deadline	5/24/2018	Thursday
		Seller's Property Disclosure		
10	§ 10.1	Seller's Property Disclosure Deadline	n/a	

Seller(s) Initials:

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Loan and Credit				
11	§ 5.1	Loan Application Deadline	COMPLETED	
12	§ 5.2	Loan Objection Deadline	6/15/2018	Friday
13	§ 5.3	Buyer's Credit Information Deadline	<i>n/a</i>	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>	
15	§ 5.4	Existing Loan Documents Deadline	<i>n/a</i>	
16	§ 5.4	Existing Loan Documents Objection Deadline	<i>n/a</i>	
17	§ 5.4	Loan Transfer Approval Deadline	<i>n/a</i>	
18	§ 4.7	Seller or Private Financing Deadline	<i>n/a</i>	
Appraisal				
19	§ 6.2	Appraisal Deadline	5/28/2018	Monday
20	§ 6.2	Appraisal Objection Deadline	5/30/2018	Wednesday
21	§ 6.2	Appraisal Resolution Deadline	6/1/2018	Friday
Survey				
22	§ 9.1	New ILC or New Survey Deadline	<i>n/a</i>	
23	§ 9.3	New ILC or New Survey Objection Deadline	<i>n/a</i>	
24	§ 9.4	New ILC or New Survey Resolution Deadline	<i>n/a</i>	
Inspection and Due Diligence				
25	§ 10.3	Inspection Objection Deadline	5/21/2018	Monday
26	§ 10.3	Inspection Resolution Deadline	5/23/2018	Wednesday
27	§ 10.5	Property Insurance Objection Deadline	5/24/2018	Thursday
28	§ 10.6	Due Diligence Documents Delivery Deadline	5/17/2018	Thursday
29	§ 10.6	Due Diligence Documents Objection Deadline	5/21/2018	Monday
30	§ 10.6	Due Diligence Documents Resolution Deadline	5/23/2018	Wednesday
31	§ 10.7	Conditional Sale Deadline	<i>n/a</i>	
Closing and Possession				
32	§ 12.3	Closing Date	See additional provisions.	
33	§ 17	Possession Date	See additional provisions.	
34	§ 17	Possession Time	AT DOD	
35	§ 28	Acceptance Deadline Date	5/11/2018	Friday
36	§ 28	Acceptance Deadline Time	5:00 pm	
37	<i>n/a</i>	Personal property inventory list to be provided	5/18/2018	Friday
38	<i>n/a</i>	Personal property list acceptance	5/30/2018	Wednesday

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

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

Seller(s) Initials:

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$650,000.00	
2	§ 4.3	Earnest Money		\$19,500.00
3	§ 4.5	New Loan		\$520,000.00
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	<i>n/a</i>	<i>n/a</i>		
8	<i>n/a</i>	<i>n/a</i>		
9	§ 4.4	Cash at Closing		\$110,500.00
10		TOTAL	\$650,000.00	\$650,000.00

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

4.3. **Earnest Money.** The Earnest Money set forth in this section, in the form of a **Personal Check**, will be 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

Seller(s) Initials:

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281 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer
 282 represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately
 283 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
 284

285 **4.5. New Loan.**

286 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must
 287 timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by
 288 lender.
 289

290 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing
 291 appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in §
 292 4.5.3 or § 30 (Additional Provisions).
 293

294 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following
 295 types of loans: **Conventional** **FHA** **VA** **Bond** **Other n/a**.
 296

297 **4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to
 298 review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan,
 299 the lender generally must provide Buyer with a good faith estimate of Buyer's closing costs within three days
 300 after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's
 301 monthly mortgage payment.
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303 **4.6. Assumption.** (Omitted as inapplicable)
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305 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
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308 **TRANSACTION PROVISIONS**

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 311 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
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 314 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
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 317 **5.4. Existing Loan Review.** (Omitted as inapplicable)
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 320 **6. APPRAISAL PROVISIONS.**

321 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
 322 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
 323 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
 324 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
 325

326 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
 327 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
 328

329 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value
 330 is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
 331 Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
 332

333 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
 334

335 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by
 336 either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the
 337 Purchase Price.
 338

339 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or
 340 before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
 341 thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal**
 342 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
 343 termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
 344

345 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract,
 346 the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to
 347 incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been
 348 given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing
 349 Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised
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Seller(s) Initials:

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351 value of the Property of not less than \$ n/a. The purchaser (Buyer) shall have the privilege and option of
 352 proceeding with the consummation of this Contract without regard to the amount of the appraised valuation.
 353 The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
 354 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The
 355 purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.
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358 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract,
 359 the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to
 360 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the
 361 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer)
 362 shall, however, have the privilege and option of proceeding with the consummation of this Contract without
 363 regard to the amount of the reasonable value established by the Department of Veterans Affairs.
 364

365 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements,
 366 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
 367 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the
 368 Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following
 369 Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in
 370 this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter
 371 into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been
 372 completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.
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375 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
 376 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser,
 377 appraisal management company, lender's agent or all three.
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 381 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a
 382 Common Interest Community and subject to such declaration.
 383

384 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A
 385 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.
 386 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'
 387 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND
 388 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND
 389 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,
 390 INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES
 391 NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND
 392 POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS
 393 OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY
 394 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE
 395 ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN
 396 THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF
 397 MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION
 398 FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
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401 **7.2. Owners' Association Documents.** Owners' Association Documents (Association
 402 Documents) consist of the following:
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404 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of
 405 organization, operating agreements, rules and regulations, party wall agreements;
 406

407 **7.2.2.** Minutes of most recent annual owners' meeting;
 408

409 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period
 410 immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent
 411 minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and
 412

413 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent
 414 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve
 415 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).
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 417

418 **7.3. Association Documents to Buyer.**

419 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the
 420

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421 Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller
 422 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
 423 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,
 424 regardless of who provides such documents.
 425

426 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
 427 Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**,
 428 based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective
 429 discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer,
 430 at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on
 431 or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the
 432 Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller
 433 after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does
 434 not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association
 435 Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the
 436 provisions of § 8.6 (Right of First Refusal or Contract Approval).
 437
 438
 439
 440

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

443 **8.1. Evidence of Record Title.**

444 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
 445 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
 446 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
 447 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
 448 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
 449 soon as practicable at or after Closing.
 450

451 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
 452 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
 453 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
 454 Commitment), in an amount equal to the Purchase Price.
 455

456 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.
 457

458 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not**
 459 contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete
 460 or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements,
 461 (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
 462 of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and
 463 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid
 464 by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other n/a**.
 465

466 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
 467 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require
 468 a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance
 469 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title,
 470 Resolution).
 471

472 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
 473 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other
 474 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in
 475 the Title Commitment furnished to Buyer (collectively, Title Documents).
 476

477 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
 478 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
 479 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the
 480 documents required in this Section will be at the expense of the party or parties obligated to pay for the
 481 owner's title insurance policy.
 482

483 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
 484 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
 485 **Deadline**.
 486

491 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title
 492 Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or
 493 before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or
 494 content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title
 495 condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are
 496 not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
 497 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title
 498 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such
 499 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2)
 500 any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title
 501 Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2
 502 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to
 503 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required
 504 by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title
 505 Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the
 506 Abstract of Title, Title Commitment and Title Documents as satisfactory.

507 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true
 508 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all
 509 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or
 510 other title matters (including, without limitation, rights of first refusal and options) not shown by public records,
 511 of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to
 512 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded
 513 easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection
 514 of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding §
 515 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title**
 516 **Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer
 517 has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record
 518 Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
 519 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in §
 520 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title
 521 Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third
 522 parties of which Buyer has actual knowledge.

523 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is
 524 not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in
 525 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline,
 526 Buyer has the following options:

527 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any
 528 title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not
 529 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
 530 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
 531 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
 532 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
 533 Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after
 534 receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the
 535 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after
 536 Buyer's receipt of the applicable documents; or

537 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under
 538 § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective
 539 discretion.

540 **8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
 541 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
 542 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**
 543 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF**

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561 **SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**
 562 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS**
 563 **SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**
 564 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE**
 565 **PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY**
 566 **COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**
 567

568 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based
 570 on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole
 571 subjective discretion.
 572

573 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property
 574 or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and
 575 conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to
 576 approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or
 577 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 578 notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
 579 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.
 580

581 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
 582 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
 583 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
 584 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
 585 easements, leases and other unrecorded agreements, water on or under the Property, and various laws and
 586 governmental regulations concerning land use, development and environmental matters.
 587

588 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 589 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND**
 590 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
 591 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS,**
 592 **OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
 593 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE**
 594 **PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**
 595

596 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
 597 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
 598 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
 599 **COUNTY CLERK AND RECORDER.**
 600

601 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
 602 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
 603 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
 604 **PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING**
 605 **FACILITIES.**
 606

607 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
 608 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
 609 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
 610 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**
 611

612 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be
 613 excepted, excluded from, or not covered by the owner's title insurance policy.
 614

615 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such
 616 matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and
 617 **Off-Record Title Objection Deadline**).
 618

619 **9. NEW ILC, NEW SURVEY.**
 620

621 **9.1. New ILC or New Survey.** If the box is checked, a **New Improvement Location Certificate**
 622 **(New ILC)** **New Survey** in the form of *n/a* is required and the following will apply:
 623

624 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
 625 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
 626
 627
 628
 629
 630

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631 certified and updated as of a date after the date of this Contract.

632 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be
633 paid, on or before Closing, by: Seller Buyer or: n/a

634 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
635 the provider of the opinion of title if an Abstract of Title), and n/a will receive a New ILC or New Survey on or
636 before **New ILC or New Survey Deadline**.

637 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
638 the surveyor to all those who are to receive the New ILC or New Survey.

639 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
640 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or
641 change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion,
642 waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

643 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or**
644 **New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in
645 Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**,
646 notwithstanding § 8.3 or § 13:

647 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

648 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that
649 was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires
650 Seller to correct.

651 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
652 by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed
653 in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will
654 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's
655 written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before
656 expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

667 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
668 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
669 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of
670 this Contract.

671 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent
672 defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as
673 otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an
674 "As Is" condition, "Where Is" and "With All Faults."

675 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
676 to have inspections (by one or more third parties, personally or both) of the Property and Inclusions
677 (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the
678 roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of
679 the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and
680 communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
681 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise
682 (whether on or off the Property) and its effect or expected effect on the Property or its occupants is
683 unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:

684 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

685 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory
686 physical condition that Buyer requires Seller to correct.

687 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
688 **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on
689

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701 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
 702 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or
 703 before expiration of **Inspection Resolution Deadline**.
 704

705 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
 706 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
 707 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
 708 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
 709 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
 710 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
 711 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
 712 Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including
 713 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the
 714 termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection
 715 Resolution.
 716

717
 718 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of
 719 and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or
 720 before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property
 721 Insurance, in Buyer's sole subjective discretion.
 722

723 **10.6. Due Diligence.**

724 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver
 725 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to
 726 Buyer on or before **Due Diligence Documents Delivery Deadline**:
 727

728 **10.6.1.1.** All current leases, including any amendments or other occupancy
 729 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the
 730 Property that survive Closing are as follows (Leases): n/a
 731

732 **10.6.1.2.** Other documents and information:
 733 **All manuals and warranties in sellers possession.**

734 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
 735 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are
 736 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
 737 **Objection Deadline**:
 738

739 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated;
 740 or
 741

742 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description
 743 of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
 744

745 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is
 746 received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have
 747 not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**,
 748 this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives
 749 Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or
 750 before expiration of **Due Diligence Documents Resolution Deadline**.
 751

752 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
 753 that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 25.1
 754 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such
 755 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not
 756 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to
 757 Terminate under this provision.
 758

759 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
 760 Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of
 761 Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer Does
 762 Does Not acknowledge receipt of a copy of the current well permit.
 763

764 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**
 765 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED**
 766
 767
 768
 769
 770

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771 **SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**
 772

773 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired
 774 heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for
 775 sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the
 776 Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each
 777 Bedroom or in a location as required by the applicable building code.
 778

779 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
 780 more residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract is void
 781 unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate
 782 licensees and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when this
 783 Contract is signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint
 784 Disclosure (Sales) form signed by Seller and the real estate licensees.
 785

786 **10.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever
 787 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose
 788 such fact. No disclosure is required if the Property was remediated in accordance with state standards and
 789 other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has
 790 the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used
 791 as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of
 792 Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test
 793 results that indicate the Property has been contaminated with methamphetamine, but has not been remediated
 794 to meet the standards established by rules of the State Board of Health promulgated pursuant to §
 795 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.
 796
 797
 798
 799

800
 801 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**
 802

803 **CLOSING PROVISIONS**
 804

805
 806
 807 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

808 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing
 809 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and
 810 Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges
 811 Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents
 812 and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information
 813 and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
 814 Seller will sign and complete all customary or reasonably required documents at or before Closing.
 815

816 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are
 817 Not executed with this Contract.
 818

819 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
 820 date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing
 821 will be as designated by **Mutual Agreement**.
 822

823 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent
 824 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
 825 companies).
 826

827
 828 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by
 829 Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient
 830 **Special Warranty** deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the
 831 general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all
 832 liens, including any governmental liens for special improvements installed as of the date of Buyer's signature
 833 hereon, whether assessed or not. Title will be conveyed subject to:
 834

835 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the
 836 Title Documents accepted by Buyer in accordance with **Record Title**,
 837

838 **13.2.** Distribution utility easements (including cable TV),
 839
 840

Seller(s) Initials:

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841 13.3. Those specifically described rights of third parties not shown by the public records of which
 842 Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title and New**
 843 **ILC or New Survey**,
 844

845 13.4. Inclusion of the Property within any special taxing district, and

846 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's
 847 signature hereon, whether assessed prior to or after Closing, and
 848

849 13.6. Other n/a.
 850

851 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before
 852 Closing from the proceeds of this transaction or from any other source.
 853
 854

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

856 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs
 857 and all other items required to be paid at Closing, except as otherwise provided herein.

858 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing

859 by Buyer Seller **One-Half by Buyer and One-Half by Seller**

860 **Other n/a**.
 861

862 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of
 863 Association's statement of assessments (Status Letter) must be paid by None Buyer Seller
 864 **One-Half by Buyer and One-Half by Seller**. Any record change fee assessed by the Association including,
 865 but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record
 866 Change Fee) must be paid by None Buyer Seller **One-Half by Buyer and One-Half by**
 867 **Seller**.
 868
 869

870 **15.4. Local Transfer Tax.** The Local Transfer Tax of n/a % of the Purchase Price must be
 871 paid at Closing by None Buyer Seller **One-Half by Buyer and One-Half by Seller**.
 872

873 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,
 874 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
 875 Closing by None Buyer Seller **One-Half by Buyer and One-Half by Seller**. The Private Transfer
 876 fee, whether one or more, is for the following association(s): n/a in the total amount of n/a% of the Purchase
 877 Price or \$ n/a.
 878

879 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of
 880 this Contract, do not exceed \$ n/a for:
 881 Water Stock/Certificates Water District
 882 Augmentation Membership Small Domestic Water Company n/a and must be paid at Closing by
 883 None Buyer Seller **One-Half by Buyer and One-Half by Seller**
 884

885 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction
 886 must be paid when due by None Buyer Seller **One-Half by Buyer and One-Half by Seller**.
 887
 888

889 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:
 890

891 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and
 892 general real estate taxes for the year of Closing, based on **Taxes for the Calendar Year Immediately**
 893 **Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any
 894 applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or **Other n/a**.
 895

896 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will
 897 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful
 898 deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller
 899 must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such
 900 Leases.
 901

902 **16.3. Association Assessments.** Current regular Association assessments and dues
 903 (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the
 904 regular Association Assessments for deferred maintenance by the Association will not be credited to Seller
 905 except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be
 906 obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
 907
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Seller(s) Initials:

CMB

911 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller.
 912 Except however, any special assessment by the Association for improvements that have been installed as of
 913 the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller.
 914 Seller represents that the Association Assessments are currently payable at approximately \$ **1683** per
 915 **year** and that there are no unpaid regular or special assessments against the Property except the current
 916 regular assessments and **The Peaks sub association dues are \$1515 payable quarterly**. Such
 917 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly
 918 request the Association to deliver to Buyer before **Closing Date** a current Status Letter.

922 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and *n/a*.

923 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

924
 925
 926 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at
 927 **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

928
 929 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and
 930 will be additionally liable to Buyer for payment of \$ **100** per day (or any part of a day notwithstanding § 18.1)
 931 from **Possession Date** and **Possession Time** until possession is delivered.

932 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the
 933 following box is checked, then Buyer Does Not represent that Buyer will occupy the Property as Buyer's
 934 principal residence.

935
 936 If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

GENERAL PROVISIONS

942
 943
 944 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

945 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United
 946 States Mountain Time (Standard or Daylight Savings as applicable).

947 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending
 948 date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any
 949 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will
 950 Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
 951 checked, the deadline will not be extended.

952
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 955 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;
 956 AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be
 957 delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

958 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other
 959 perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price
 960 (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be
 961 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to
 962 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing
 963 Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer
 964 elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all
 965 insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the
 966 Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may
 967 not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing,
 968 the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the
 969 option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
 970 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
 971 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller
 972 has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of
 973 any deductible that applies to the insurance claim.

Seller(s) Initials:

CMB

981 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
 982 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
 983 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
 984 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size,
 985 age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such
 986 Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
 987 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
 988 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under §
 989 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair
 990 or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives
 991 such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer
 992 are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the
 993 repair or replacement of such Inclusions.

998 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
 999 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
 1000 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or
 1001 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer
 1002 elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is
 1003 entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of
 1004 the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the
 1005 Purchase Price.

1008 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
 1009 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
 1010 complies with this Contract.

1013 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
 1014 acknowledge that the respective broker has advised that this Contract has important legal consequences and
 1015 has recommended the examination of title and consultation with legal and tax or other counsel before signing
 1016 this Contract.

1019 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
 1020 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including
 1021 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as
 1022 provided in this Contract or waived, the non-defaulting party has the following remedies:

1023 **21.1. If Buyer is in Default:**

1024 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest
 1025 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
 1026 Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such
 1027 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force
 1028 and effect and Seller has the right to specific performance or damages, or both.

1029 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1.**
 1030 **is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
 1031 Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED
 1032 DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
 1033 in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to
 1034 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
 1035 additional damages.

1036 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
 1037 Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper.
 1038 Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to
 1039 specific performance or damages, or both.

1042 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
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Seller(s) Initials:

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1051 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must
 1052 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
 1053 expenses.
 1054 expenses.
 1055

1056 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not
 1057 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
 1058 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
 1059 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to
 1060 the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the
 1061 cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute
 1062 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the
 1063 other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section
 1064 prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the
 1065 date of written notice requesting mediation. This section will not alter any date in this Contract, unless
 1066 otherwise agreed.
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1072 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
 1073 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In
 1074 the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the
 1075 Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any
 1076 proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of
 1077 competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 1078 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
 1079 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the
 1080 case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
 1081 parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money
 1082 Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest
 1083 Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 1084 obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.
 1085
 1086
 1087
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1090 **25. TERMINATION.**

1091 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
 1092 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
 1093 Terminate), provided such written notice was received on or before the applicable deadline specified in this
 1094 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right
 1095 to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to
 1096 Terminate under such provision.
 1097
 1098

1099 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
 1100 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23
 1101 and 24.
 1102
 1103

1104 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
 1105 specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any
 1106 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
 1107 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
 1108 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its
 1109 terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a
 1110 Party receives the predecessor's benefits and obligations of this Contract.
 1111
 1112
 1113

1114 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

1115 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing,
 1116 except as provided in § 27.2, and is effective when physically received by such party, any individual named in
 1117 this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working
 1118
 1119
 1120

1121 with such party (except any notice or delivery after Closing must be received by the party, not Broker or
 1122 Brokerage Firm).
 1123

1124 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
 1125 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
 1126 such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after
 1127 Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient
 1128 by facsimile, email or n/a.
 1129

1130 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
 1131 at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives
 1132 the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.
 1133

1134 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
 1135 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
 1136 contract in Colorado for real property located in Colorado.
 1137

1138
 1139 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
 1140 by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such
 1141 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
 1142 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
 1143 executed by each party, separately, and when each party has executed a copy thereof, such copies taken
 1144 together are deemed to be a full and complete contract between the parties.
 1145

1146
 1147
 1148 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
 1149 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
 1150 **Conditions and Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey**
 1151 **and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and**
 1152 **Source of Water.**
 1153
 1154

1155
 1156 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
 1157

1158
 1159 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
 1160 Colorado Real Estate Commission.)
 1161

- 1162 **-Purchasing property as is with right to inspect.**
- 1163 **-This transaction is part of a 1031 exchange.**
- 1164 **-Selling agent is related to Buyers.**
- 1165 **-David H. Booth (Buyer) is licensed broker.**
- 1166 **-Charmaine Booth (Buyer) is licensed mortgage broker.**
- 1167 **-Closing date shall be determined (outlined in Section 30.4 in Addendum A).**
 1168
 1169

1170
 1171 **31. ATTACHMENTS.**

1172 **31.1.** The following attachments are a part of this Contract:
 1173

1174 **-Addendum A**

1175 **31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is
 1176 checked in § 17 the Post-Closing Occupancy Agreement is attached.
 1177

1178
 1179 **31.2.** The following disclosure forms are attached but are not a part of this Contract:
 1180

1181 *n/a*
 1182

1183 **SIGNATURES**
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 1185
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Seller(s) Initials:

CMB

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David H Booth

Date: 5/7/2018

Buyer: *David H Booth*

Charmaine M Booth

Date: 5/7/2018

Buyer: *Charmaine M Booth*

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

_____ Date: _____

Seller: *Carbondale Peaks Lot L-1, LLC*
By: Frederick Chin, CEO

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

Carbondale Peaks Lot L-1, LLC
By: Frederick Chin, CEO

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

Brokerage Firm's Name: *Keller Williams Realty DTC, LLC*

Seller(s) Initials:

CMB



Date: 5/6/2018

Broker's Name: **Caitlin M. Booth**

Address: **6300 So Syracuse Way - Suite 150 Centennial, CO 80111**

Ph: **303-906-4827** Fax: Email Address: **caitlin.denverrealtor@gmail.com;**
cottagesandcastles@gmail.com

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

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

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

Date: _____

Broker's Name: **Laura Gee**

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

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

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

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Seller(s) Initials:





Aspen Snowmass Sotheby`s

Laura Gee Laura.Gee@SothebysRealty.com;
raleigh.vos@sothebysrealty.com
Ph: 970-948-8568

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real
2 Estate Commission. (CP40-6-15) (Mandatory 1-16)

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

5 **COUNTERPROPOSAL**

6 Date: 5/10/2018

7
8 **1.** This Counterproposal supersedes and replaces any previous counterproposal. This
9 Counterproposal amends the proposed contract dated 5/6/2018 (Contract), between
10 **Carbondale Peaks Lot L-1, LLC** (Seller), and **David H Booth and Charmaine M Booth** (Buyer),
11 relating to the sale and purchase of the following legally described real estate in the County of **Garfield**,
12 Colorado:

13 **Subdivision: Aspen Glen Lot L-1, Aspen Glen Filing 3**
14 known as No. **90 Primrose Road, Carbondale, CO 81623** (Property).

15 **NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it
16 means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted"
17 column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

18 **2. §3. DATES AND DEADLINES. [Omitted as inapplicable]**

19 **3. §4. PURCHASE PRICE AND TERMS. [Omitted as inapplicable]**

20 **4. ATTACHMENTS.** The following are a part of this Counterproposal:
21 **no change**

22 **Note:** The following disclosure forms are attached but are not a part of this Counterproposal:
23 **no change**

24 **5. OTHER CHANGES.**

25 **1. Paragraph 16.1 Taxes: The box for Most Recent Mill Levy and Most Recent Assessed
26 Valuation shall be checked.**

27 **2. Paragraph 16.3 Association Assessments: The Box for Seller shall be checked.**

28 **3. Within the first sentence in Addendum A the date shall be changed from May 7 to May
29 6, 2018 to reference the date on the Contract to Buy and Sell Real Estate dated 5/6/2018
between David H Booth and Charmaine M Booth, Buyer, and Carbondale Peaks Lot L-1,
LLC, Seller.**

6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller
and Buyer as evidenced by their signatures below and the offering party to this document receives notice
of such acceptance on or before May 11, 2018 5:00pm MT.

Date Time

30 If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

31

Frederick Chin, CEO

32 _____ Date: 5/10/2018

Seller: **Carbondale Peaks Lot L-1, LLC**

By: **Frederick Chin, CEO**

Address:

33

34 Seller: _____ Date: _____

35 Address:

36

David H Booth

37 _____ Date: 5/10/2018

Buyer: **David H Booth**

Address:

38

Charmaine M Booth

39 _____ Date: 5/10/2018

Buyer: **Charmaine M Booth**

Address:

40 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.

CP40-6-15. COUNTERPROPOSAL

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ADDENDUM A

To Contract to Buy and Sell Real Estate

This Addendum A to that certain Contract to Buy and Sell Real Estate dated May 7, 2018, between David H + Charmaine H Booth Buyer, and Carbondale Parks Lot C-1, LLC Seller, for the property known as Parks at Aspen Glen Phase 3, Lot 1, Resublot 1 and commonly known as 90 Primrose Road, Carbondale, CO, 81623 ("Contract") is hereby made a part of the Contract, as referenced in Section 31.1 of the Contract. In the event of a conflict between this Addendum and the Contract, this Addendum shall prevail. The Sections indicated below clarify or amend, as appropriate, the corresponding Section in the Contract.

The following provisions are hereby added as Additional Provisions to Section 30 of the Contract:

§30.1. Proof of Funds. Buyer shall provide verified proof of funds on or before the Alternative Earnest Money Deadline in an amount not less than the amount stated as Cash at Closing in Paragraph 4.1.

§30.2. 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.

§30.3. 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 approving this Agreement ("Sale Order") on or prior to Closing, and any transaction(s) contained herein, including payment or escrow of the brokerage commission as well as the conveyance of the Property free and clear of all monetary liens and encumbrances. Seller will use reasonable efforts to file a motion for approval of this Agreement with the Bankruptcy Court promptly after Buyer has confirmed in writing that all Buyer objection and resolution deadlines or any other contingency periods have lapsed or have been waived consistent with Paragraph 20.9 ⁰⁸ below. If the Sale Order has not been approved by the Bankruptcy Court on or before 180 days after MEC (the "Sale Order Deadline"), then Buyer may elect to terminate the Contract upon written notice to Seller at any time after the Sale Order Deadline, with all Earnest Money refunded to Buyer. Unless and until Buyer exercises the right to terminate as set forth in this Paragraph, the Sale Order Deadline will be deemed extended, until the earlier of (i) Buyer's written notice of termination to Seller or (ii) receipt by Buyer of the Sale Order. Notwithstanding foregoing, if the Bankruptcy Court issues an order denying the sale of the Property, or if the Sale Order is appealed after approval by any party in the Bankruptcy Court, then this Contract will automatically terminate upon Seller's written notice to Buyer of the same and all Earnest Money will be returned to Buyer.

§30.4. Parties' Approval of Sale Order. Upon issuance of the Sale Order by the Bankruptcy Court, Seller will deliver the Sale Order to Buyer. Buyer and Seller will have 3 business days from delivery of the Sale Order to Buyer to review and approve the Sale Order ("Sale Order Approval Deadline"). Either party, in its reasonable discretion, may elect to terminate the Contract by written notice to the

other party by the Sale Order Approval Deadline if the Sale Order amends or alters any material term or condition of the Contract (e.g., purchase price, or any Schedule B-1 requirement of the Title Commitment issued by the Title Company) and such amended term or condition imposes an undue burden on either party as a requirement of closing. If neither party provides the other party with a notice to terminate by the Sale Order Approval Deadline, the Sale Order will be deemed approved by both parties. Closing shall occur within five (5) days after the Sale Order becomes final and non-appealable.

§30.5. Buyer's Remedies. Paragraph 21.2 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. 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.

§30.6. Property and Inclusions Sold "As Is." Buyer is hereby notified that the property is being sold "As Is" and "With All Faults" based upon Buyer's own investigation(s). Seller shall neither undertake any repairs to the property nor make any financial concessions in consideration of any objections Buyer may have to the physical condition of the property. This provision does not limit Buyer's rights under Paragraph 10 of the Contract.

§30.7. Property Disclosures; Reliance. Notwithstanding anything to the contrary in the Contract, Buyer acknowledges and agrees that Seller will not provide and is under no obligation or duty to provide any information or disclosures regarding the Property. If any information is provided by Seller ("Information"), then it is provided by Seller to Buyer "as-is", without recourse, and with no representations or warranties of any kind, including without limitation as to the accuracy or completeness of such documents or information. Buyer cannot rely on the Information unless Buyer obtains, at Buyer's expense, reliance letters from any third-party preparers of such information. Not in limitation of the foregoing, Buyer acknowledges and agrees that Seller shall have no liability, and is hereby released from all liability, to Buyer and any third party, with respect to the Information, including without limitation any liability for misrepresentations, misstatements, mistakes, errors, or other inaccuracies contained in any Information. This Paragraph shall survive Closing and any termination of this Contract, any other provision hereof to the contrary notwithstanding.

§30.8. Buyer's Diligence. Buyer warrants and represents to Seller that Buyer is relying solely on Buyer's own investigation of the Property and Inclusions and not on any information provided or to be provided by Seller; Buyer will review and investigate the property and any improvements on it and Inclusions as Buyer deems necessary and appropriate and will consult such records, outside resources, consultants and engineers as Buyer deems appropriate; and Buyer's decision to purchase the Property and Inclusions will be based solely on that review, investigation, and consultation. If Buyer acquires the Property and Inclusions, Buyer will be doing so in its then present condition.

§30.9. Buyer's Confirmation of Completed Diligence. Within 5 days after the expiration of the final objection and/or resolution deadline, or earlier in Buyer's discretion, Buyer shall confirm in writing that all contingencies have expired by providing the following notice to Seller in writing: "Buyer has conducted its due diligence of all aspects of the Property and Inclusions and is satisfied with the condition of the same in all respects, and hereby expressly waives any right Buyer currently has, or in the future may have, to object under any objection deadline or other contingency under the Contract, including pursuant to Paragraphs 5.2, 5.4, 6.2, 7.4, 8.2, 8.3, 8.4, 9.3, 10.3, 10.5, or 10.6, or any other Right to Terminate contained within the Contract, except for Buyer's Right to Terminate pursuant to Additional Provisions, Paragraphs 30.3 and 30.4 related to the Bankruptcy Court's approval of Sale Order. Buyer's Earnest Money is nonrefundable in all other respects. All other terms

of the Contract are hereby ratified." Seller has no obligation to file a motion for the Sale Order until Buyer has delivered this confirmation to Seller.

§30.10. Attorney Review. This Contract is contingent upon the satisfactory review of the Contract by the Buyer's and Seller's respective attorneys within five (5) business days of MEC. In the event any of the legal provisions of the Contract are deemed unsatisfactory by either attorney, such attorney shall provide the other party with written notice of the unsatisfactory provision within a five (5) business days of MEC. If neither party provides such written notice within such period, this contingency shall be deemed satisfied. If written notice of an unsatisfactory provision is provided within such period, and the Buyer and Seller have not executed an amendment to the Contract in mutual resolution of the unsatisfactory provision within seven (7) business days of complete execution of this Contract, then this Contract shall be deemed terminated. Upon termination, all earnest monies shall be returned to Buyer and both parties shall be relieved of all further obligations hereunder.

BUYER:

 Date

5/7/2018

Charmaine M Booth Date

5/7/18

SELLER:

_____ Date

_____ Date

This addendum has not been approved by Colorado Real Estate Commission. It was prepared by Seller's legal counsel, Balcomb & Green, P.C. for the sole use of Woodbridge Group of Companies, LLC.

EXHIBIT B

BROKER AGREEMENT

Aspen
Snowmass

Sotheby's
INTERNATIONAL REALTY

Aspen Snowmass Sotheby`s

Laura Gee Laura.Gee@SothebysRealty.com;

raleigh.vos@sothebysrealty.com

Ph: 970-948-8568

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: **4/13/2018**

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: *Woodbridge Group of Companies, LLC*

3.2. Brokerage Firm: *Aspen Snowmass Sotheby`s*

3.3. Broker: *Laura Gee*

3.4. Property. The Property is the following legally described real estate in the County of , Colorado:
See attached Exhibit A ,

known as No. , **CO** ,

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

3.5. Sale; Lease.

71 3.5.1. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary
72 creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes
73 an agreement to transfer any ownership interest in an entity which owns the Property.
74

75 3.5.2. If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the
76 Property or Lease means any agreement between the Seller and a tenant to create a tenancy or leasehold
77 interest in the Property.
78

79 3.6. **Listing Period.** The Listing Period of this Seller Listing Contract begins on 4/13/2018, and
80 continues through the earlier of (1) completion of the Sale of the Property or (2) 4/13/2019, and any written
81 extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease for which
82 compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.
83

84 3.7. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.
85 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution
86 of this contract) means the date upon which both parties have signed this Seller Listing Contract.
87

88 3.8. **Day; Computation of Period of Days, Deadline.**

89 3.8.1. **Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
90 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
91

92 3.8.2. **Computation of Period of Days, Deadline.** In computing a period of days, when the ending
93 date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any
94 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will**
95 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
96 checked, the deadline will not be extended.
97
98
99

100 4. **BROKERAGE RELATIONSHIP.**

101 4.1. If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited
102 agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a
103 Transaction-Broker.
104

105 4.2. **In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working
106 with different brokers, those brokers continue to conduct themselves consistent with the brokerage
107 relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay
108 compensation to brokers within Brokerage Firm working with a buyer.
109

110 4.3. **In-Company Transaction – One Broker.** If Seller and buyer are both working with the same
111 broker, Broker must function as:
112

113 4.3.1. **Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree
114 the following applies:
115

116 4.3.1.1. **Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage**
117 **Relationship with Both**) is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a
118 customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must
119 disclose to such customer Broker's relationship with Seller.
120

121 4.3.1.2. **Seller Agency Unless Brokerage Relationship with Both.** If this box is checked,
122 Broker represents Seller as Seller's Agent and must treat the buyer as a customer, unless Broker currently has
123 or enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker must act
124 as a Transaction-Broker.
125

126 4.3.2. **Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
127 the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker
128 must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent
129 for either party. If Seller and buyer are working with the same broker, Broker must continue to function as a
130 Transaction-Broker.
131
132

133 5. **BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
134 Seller's Agent, must perform the following **Uniform Duties** when working with Seller:
135

136 5.1. Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:
137

138 5.1.1. Performing the terms of any written or oral agreement with Seller;

139 5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the
140

141 Property is subject to a contract for Sale;

142 5.1.3. Disclosing to Seller adverse material facts actually known by Broker;

143 5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
144 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

145 5.1.5. Accounting in a timely manner for all money and property received; and

146 5.1.6. Keeping Seller fully informed regarding the transaction.

147 5.2. Broker must not disclose the following information without the informed consent of Seller:

148 5.2.1. That Seller is willing to accept less than the asking price for the Property;

149 5.2.2. What the motivating factors are for Seller to sell the Property;

150 5.2.3. That Seller will agree to financing terms other than those offered;

151 5.2.4. Any material information about Seller unless disclosure is required by law or failure to
152 disclose such information would constitute fraud or dishonest dealing; or

153 5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or
154 stigmatize the Property.

155 5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
156 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
157 further disclose such information without consent of Seller, or use such information to the detriment of Seller.

158 5.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker
159 may show alternative properties not owned by Seller to other prospective buyers and list competing properties
160 for sale.

161 5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is
162 subject to a contract for Sale.

163 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer
164 and has no duty to independently verify the accuracy or completeness of statements made by Seller or
165 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
166 condition or to verify the accuracy or completeness of any statement made by a buyer.

167 5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been
168 approved, directed, or ratified by Seller.

169 5.8. When asked, Broker Will Will Not disclose to prospective buyers and cooperating brokers
170 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within
171 Brokerage Firm or by another broker.

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

174 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

175 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

176 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by
177 Broker.

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

182 7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay
183 Brokerage Firm as follows:

184 7.1.1. **Sale Commission.** (1) 5% of the gross purchase price or (2) n/a, in U.S. dollars.

185 7.1.2. **Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to
186 (1) n/a% of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.

187 7.1.3. **Other Compensation.** See Exhibit A for properties (5 properties) that are an
188 exception to the 5% Sale Commission .

189 7.2. **Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage
190 firms, whose brokers are acting as:

191 **Buyer Agents:** 2.5% of the gross sales price or n/a, in U.S. dollars.

Transaction-Brokers: 2.5 % of the gross sales price or n/a, in U.S. dollars.

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

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

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

7.3.3. Any Sale (or Lease if § 3.5.2 is checked) of the Property within 90 calendar days after the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, however, Seller **Will** **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.3.3, then Seller does not owe the commission to Brokerage Firm.

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

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

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

9.1. MLS/Information Exchange.

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

9.1.2. Seller authorizes the use of electronic and all other marketing methods except: n/a.

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

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

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

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

Manual Lock Box Electronic Lock Box

n/a.

Other instructions: .

9.3. Brokerage Marketing. The following specific marketing tasks will be performed by Broker:
Refer to Woodbridge CO Assets - Marketing Plan Final (Attached)

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.

281 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and
282 signage) must first be approved by Broker.
283

284 **10.3. No Existing Listing Agreement.** Seller represents that Seller **Is** **Is Not** currently a party
285 to any listing agreement with any other broker to sell the Property.
286

287 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all
288 photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Seller are
289 owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and grants to
290 Broker, Brokerage Firm and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,
291 royalty-free license to use such material for marketing of the Property, reporting as required and the publishing,
292 display and reproduction of such material, compilation and data. This license survives the termination of this
293 Seller Listing Contract.
294

295 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally
296 applies if (1) the Property is residential (2) Seller resides in the Property as Seller's principal residence (3)
297 Buyer's purpose in purchase of the Property is not to use the Property as Buyer's personal residence and (4)
298 the Property is in foreclosure or Buyer has notice that any loan secured by the Property is at least thirty days
299 delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a contract,
300 between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If
301 the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller
302 and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.
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304
305
306

307 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:
308

309 **11.1 Price.** U.S. \$ see Exhibit A

310 **11.2. Terms.** **Cash** **Conventional** **FHA** **VA** **Other:** n/a

311 **11.3. Loan Discount Points.** n/a

312 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ n/a,
313 that Buyer is not allowed by law to pay, for tax service and n/a.
314

315 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 3-5% of purchase price in
316 the form of check or wire transfer
317

318 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:
319

320 **Cashier's Check** at Seller's expense; **Funds Electronically Transferred (Wire Transfer)** to
321 an account specified by Seller, at Seller's expense; or **Closing Company's Trust Account Check**
322

323 **11.7. Advisory: Tax Withholding.** The Internal Revenue Service and the Colorado Department of
324 Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale when
325 Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of
326 Seller's tax advisor to determine if withholding applies or if an exemption exists.
327
328

329 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker
330 pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the
331 closing agent, if any, at or before the closing of the Sale contract.
332

333 **13. INCLUSIONS AND EXCLUSIONS.**
334

335 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):
336

337 **13.1.1. Fixtures.** The following items are included if attached to the Property on the date of this
338 Seller Listing Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and
339 air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting
340 blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems
341 and controls, built-in vacuum systems (including accessories), garage door openers including any/all remote
342 controls.
343

344 **Other Fixtures:**

345 If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures
346 are also included in the Purchase Price.
347

348 **13.1.2. Personal Property.** The following items are included if on the Property, whether attached
349
350

351 or not, on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows,
 352 storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery
 353 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If
 354 checked, the following are included: **Water Softeners** **Smoke/Fire Detectors** **Carbon Monoxide**
 355 **Alarms** **Security Systems** **Satellite Systems** (including satellite dishes); and
 356 **n/a**
 357

358
 359 The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes
 360 (except personal property taxes for the year of closing), liens and encumbrances, except n/a.
 361 Conveyance will be by bill of sale or other applicable legal instrument.
 362

363 **13.1.3. Trade Fixtures.** The following trade fixtures are included: n/a

364 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes
 365 (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance will
 366 be by bill of sale or other applicable legal instrument.
 367

368 **13.1.4. Parking and Storage Facilities.** **Use Only** **Ownership** of the following parking facilities:
 369 n/a;

370 and **Use Only** **Ownership** of the following storage facilities:

371 n/a.

372 **13.1.5. Water Rights.** The following legally described water rights: n/a.

373 Any water rights must be conveyed by n/a deed or other applicable legal
 374 instrument. The Well Permit # is n/a.

375 **13.1.6. Growing Crops.** The following growing crops: n/a.

376 **13.2. Exclusions.** The following are excluded (Exclusions):

377 n/a

378
 379 **14. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's
 380 name. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location
 381 certificates and surveys in Seller's possession and must disclose to Broker all easements, liens and other
 382 encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any
 383 obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said
 384 encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a **Special Warranty** deed,
 385 only that title Seller has in the Property. Property must be conveyed free and clear of all taxes, except the
 386 general taxes for the year of closing.
 387

388 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be
 389 paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances
 390 are as follows: n/a.
 391

392 The Property is subject to the following leases and tenancies: **none**.

393 If the Property has been or will be subject to any governmental liens for special improvements installed
 394 at the time of signing a Sale contract, Seller is responsible for payment of same, unless otherwise agreed.
 395

396 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in
 397 writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount
 398 equal to the Purchase Price as specified in the Sale contract, or if this box is checked, **An Abstract of Title**
 399 certified to a current date.
 400

401 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
 402 assessment is currently payable at approximately \$ per and that there are no unpaid regular or special
 403 assessments against the Property except the current regular assessments and except . Seller agrees to
 404 promptly request the owners' association to deliver to buyer before date of closing a current statement of
 405 assessments against the Property.
 406

407 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: **Delivery of deed**,
 408 subject to leases and tenancies as described in § 14.
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18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

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

18.2. Seller's Obligations.

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

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

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

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

19. RIGHT OF PARTIES TO CANCEL.

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

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

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: . 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.

491 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage
 492 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate
 493 cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products
 494 or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests,
 495 soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor
 496 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments
 497 made by Brokerage Firm for such products or services authorized by Seller.
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 500

501 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of service
 502 vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).
 503
 504

505 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for
 506 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such
 507 damage is caused by their negligence or intentional misconduct.
 508
 509

510 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer
 511 because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental
 512 disability, handicap, religion, national origin or ancestry of such person.
 513
 514

515 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges
 516 that Broker has advised that this document has important legal consequences and has recommended
 517 consultation with legal and tax or other counsel before signing this Seller Listing Contract.
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521 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not
 522 resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process
 523 in which the parties meet with an impartial person who helps to resolve the dispute informally and
 524 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,
 525 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally
 526 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
 527 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by
 528 one party to the other at the other party's last known address.
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532 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the
 533 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and
 534 legal fees.
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 537

538 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
 539 Colorado Real Estate Commission.)
 540

541 *Listing prices are listed on Exhibit A. In the event list price is TBD Seller and Listing Agent*
 542 *shall agree to a List Price in writing prior to listing property in the MLS.*
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 544

545 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
 546

547 *n/a*
 548
 549

550 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is deemed
 551 to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.
 552

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

554 **31.1. Physical Delivery.** All notices must be in writing, except as provided in § 31.2. Any document,
 555 including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective
 556 upon physical receipt. Delivery to Seller is effective when physically received by Seller, any signator on behalf
 557 of Seller, any named individual of Seller or representative of Seller.
 558

559 **31.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed
 560

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: 4/26/2018

Seller: **Woodbridge Group of Companies, LLC**
By: **Frederick Chin, CEO**

Address:
Phone: Fax:
Electronic Address:

Laura J. Gee

Date: 4/13/2018

Broker: **Laura Gee**

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

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

Ph: **970-948-8568** Fax: Electronic Address: **Laura.Gee@SothebysRealty.com; raleigh.vos@sothebysrealty.com**

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

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