

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date:
May 1, 2018 at 11:00 a.m. (ET)

Objection Deadline:
April 24, 2018 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE
SALE OF 238 SUNDANCE TRAIL, CARBONDALE, COLORADO PROPERTY
OWNED BY THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING THE RELATED
PURCHASE AGREEMENT; AND (III) GRANTING RELATED RELIEF**

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby move the court (this “Motion”) for entry of an order (the “Sale Order”), substantially in the form attached hereto as Exhibit A, pursuant to sections 105(a) and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) (i) authorizing the sale (the “Sale”) of certain real property owned by the Debtor, Massabesic Investments, LLC (the “Seller”), located at 238 Sundance Trail, Carbondale, Colorado (the “Land”), together with Seller’s right, title, and

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

interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the “Improvements” and together with the Land, the “Real Property”), and any and all of the Seller’s right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the closing of the Sale (collectively, the “Personal Property” and, together with the Real Property, the “Property”) on an “as is, where is” basis, free and clear of any and all liens, claims, encumbrances, and other interests to Melissa McPherron (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 March 8, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 to the Sale Order; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief. In support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 6004, and Local Rules 2002-1, 4001-2, and 6004-1.

CASE BACKGROUND

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

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

THE SALE

4. The Property. As further detailed in the *Declaration of Bradley D. Sharp in Support of Debtors’ Motion to Sell 238 Sundance Trail, Carbondale, Colorado Property* filed on the date hereof (the “Sharp Declaration”), the Property consists of an approximately 2,502 square foot home on a 0.55 acre lot. The Seller purchased the Property in October 2015 for \$765,000. Sharp Decl., ¶ 3. The Debtors have determined that development of the Property would not be cost effective and would be unduly time consuming. *Id.* Accordingly, the Debtors have determined that selling the Property now on an “as is” basis best maximizes the value of the Property. *Id.*, ¶ 4. The Property has been formally listed on the multiple listings service for approximately 269 days. *Id.*, ¶ 4. Of the three offers received for the Property to date, the

Debtors believe the Purchaser's full price, all cash offer is the highest and otherwise best offer for the Property. *Id.* Accordingly, the Debtors determined that selling the Property on an "as is" basis to the Purchaser is the best way to maximize the value of the Property. *Id.*

5. The Debtors' Property Sales. The Debtors own over one hundred desirable high-end properties, primarily in California and Colorado.² During the pendency of the Chapter 11 Cases, the Debtors have, to date, obtained Court orders approving the sales of four properties, located at 8692 Franklin Avenue, 11541 Blucher Avenue, 180 Saddleback Lane, and 24025 Hidden Ridge Road [D.I. 574, 844, 893 & 894].

6. The Purchase Agreement. The Purchaser made a full price, all cash offer for the Property on March 8, 2018 in the amount of \$799,000. The Debtors believe that this purchase price provides significant value and, accordingly, countersigned the final Purchase Agreement on March 15, 2018. Under the Purchase Agreement, the Purchaser agreed to purchase the Property for \$799,000, with a \$10,000 initial cash deposit, and the balance of \$789,000 to be paid in cash at closing. *Id.*, ¶ 5. The deposit is being held by Commonwealth Title Company of Garfield County, Inc. (the "Title Insurer") as escrow agent.

7. Broker's Fees. In connection with the Sale of the Property, the Debtors worked with The Property Shop, Inc. (the "Brokers"), a non-affiliated third-party brokerage company. A true and correct copy of the Statement of Settlement in connection with the Sale of the Property (the "Broker Agreement") is attached hereto as Exhibit B. The Broker Agreement provides for fees for the Brokers in the amount 6% of the contractual sale price (the "Broker Fee"). The Purchaser Agreement is signed by Kathy Westley and Jennifer VanDyke, both of The Property

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

Shop, Inc., as transaction brokers in connection with the Sale. No broker fees are payable in connection with the Sale other than the Broker Fee.

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

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

10. Absent authority to pay Other Closing Costs, the Seller will be unable to close the Sale and receive sale proceeds. If the Seller is unable to make these payments, the Purchaser may be entitled to rescind the Purchase Agreement or assert other remedies that could lead to additional and unnecessary claims. Accordingly, the Debtors seek the ability to pay Other Closing Costs in connection with the Sale.

11. Proceeds of the Sale. All proceeds of the Sale (net of the Broker Fee and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by

the Debtors in accordance with the *Final Order on Debtors' Motion for Entry of Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief* (the “Final DIP Order”).³

RELIEF REQUESTED

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

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

14. The Debtors further request authority to pay the Broker Fees in the amounts set forth above, which shall not exceed an aggregate amount of 6% of gross sale proceeds.

BASIS FOR RELIEF REQUESTED

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

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

³ A search of the land records as reflected in a title report dated as of April 6, 2018 (attached as Exhibit C hereto) reveals no cognizable interest of any lienholder (whether a Debtor lienholder or otherwise).

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

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

17. In determining whether a sale satisfies the business judgment standard, courts in the Third Circuit require: (i) that there be sound business reasons for the sale; (ii) that accurate and reasonable notice of the sale be given; (iii) that the sale yield an adequate price, *i.e.*, one that is fair and reasonable; and (iv) that the parties to the sale have acted in good faith. *See, e.g., Titusville Country Club v. Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

18. The proposed Sale unquestionably satisfies the foregoing test. First, the Sale is supported by sound business reasons: after holding the Property for almost two and a half years and formally listing the Property on the multiple listings service for approximately 269 days, the Debtors have concluded that selling the Property now, pursuant to the Purchaser's full price, all cash offer is the best way to maximize value for the Debtors' estates. Sharp Decl. ¶ 4. Second,

the Debtors have provided reasonable and adequate notice of the sale to interested parties by serving notice of this Motion in accordance with Local Rule 9013-1(m), and submit that no other or further notice is necessary. Third, the Debtors believe that the Purchase Agreement and the full price, all cash purchase price reflected therein represent a fair and reasonable offer for the Property, which the Seller is selling for a price exceeding its purchase price by \$34,000, and which the Debtors have determined is a reasonable sale price relative to comparable properties in the market in which the Property is located. Sharp Decl., ¶ 4. The Purchase Agreement reflects a full price, all cash offer, that is substantially higher than the two previous offers received for the Property from other potential buyers, and the Debtors were unable to obtain a better purchase price on better terms over the course of almost two and a half years since acquiring the Property.

Id. Fourth, the Debtors submit that the Purchase Agreement was the product of good faith, arm's-length negotiations between the Purchaser and the Seller. Sharp Decl., ¶ 6.

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

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

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

- (1) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;
- (2) the [lienholder or claimholder] consents;

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

11 U.S.C. § 363(f).

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

22. The Debtors are unaware of any liens, claims, encumbrances, or interests existing against the Property. However, to the extent any of the foregoing exist, the Debtors respectfully submit that they will satisfy one of the subsections of section 363(f) with respect to any such lien, claim, encumbrance, or interest.⁴

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

REQUEST FOR WAIVER OF STAY

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

NOTICE

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

[Remainder of page intentionally left blank]

CONCLUSION

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

Dated: April 10, 2018
Wilmington, Delaware

/s/ Allison S. Mielke
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Allison S. Mielke (No. 5934)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP
Kenneth N. Klee (admitted *pro hac vice*)
Michael L. Tuchin (admitted *pro hac vice*)
David A. Fidler (admitted *pro hac vice*)
Jonathan M. Weiss (admitted *pro hac vice*)
1999 Avenue of the Stars
39th Floor
Los Angeles, California 90067
Tel: (310) 407-4000
Fax: (310) 407-9090

Counsel for the Debtors and Debtors in Possession

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date:
May 1, 2018 at 11:00 a.m. (ET)

Objection Deadline:
April 24, 2018 at 4:00 p.m. (ET)

NOTICE OF MOTION

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

PLEASE TAKE NOTICE that Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for Entry of an Order (I) Authorizing the Sale of 238 Sundance Trail, Carbondale, Colorado Property Owned by the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Approving the Related Purchase Agreement; and (III) Granting Related Relief* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that responses or objections to the Motion must be filed on or before April 24, 2018 at 4:00 p.m. (ET) (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any response or objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

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

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION BE HELD ON MAY 1, 2018 AT 11:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

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

Dated: April 10, 2018
Wilmington, Delaware

/s/ Allison S. Mielke
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
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1000 North King Street
Wilmington, Delaware 19801
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Fax: (302) 571-1253

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Fax: (310) 407-9090

Counsel for the Debtors and Debtors in Possession

EXHIBIT A

PROPOSED ORDER

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

In re:

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

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket No. _____

**ORDER (I) AUTHORIZING THE SALE OF 238 SUNDANCE TRAIL, 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 certain real property owned by the Debtor Massabesic Investments, LLC (the “Seller”) located at 238 Sundance Trail, Carbondale, Colorado (the “Land”), together with Seller’s right, title, and interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the “Improvements” and together with the Land, the “Real Property”), and any and all of the Seller’s right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the Closing (collectively, the “Personal Property” and, together with the Real Property, the “Property”) on an “as is, where is” basis, free and clear of any and all liens, claims, encumbrances, and other interests to Melissa McPherron (together with any

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.

assignee, the “Purchaser”) pursuant to the terms and conditions of that certain Contract to Buy and Sell Real Estate dated as of March 8, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the “Purchase Agreement”) by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 hereto; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and upon the record of these Chapter 11 Cases and all of the proceedings had before the Court; 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 paying the Broker Fee and Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors’ good faith business judgment to

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

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

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

6. All proceeds of the Sale (net of the Broker Fees and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the Final DIP Order.

7. The Debtors are authorized and empowered to pay the Broker Fee to the Brokers in an amount up to 6% of the gross sale proceeds.

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

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

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

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

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

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

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

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

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

Dated: _____, 2018
Wilmington, Delaware

KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Purchase Agreement



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

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

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

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

Date: 3/8/2018

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, **Melissa McPherron**, will take title to the Property described below as

Joint Tenants Tenants In Common Other **Tenant in severalty**.

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

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

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

ASPEN GLEN FILING #4 LOT: SD-17 SUN DANCE

known as No. **0238 Sundance Trail, 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.

2.5.3. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **no exceptions**.

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

2.5.4. **Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: **refrigerator, range, microwave, washer, dryer, all furniture and accessories in Property as of date of contract**.

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

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



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:

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	14 Days after MEC
		Title	
2	§ 8.1	Record Title Deadline	14 Days After MEC
3	§ 8.2	Record Title Objection Deadline	21 Days After MEC
4	§ 8.3	Off-Record Title Deadline	14 Days After MEC
5	§ 8.3	Off-Record Title Objection Deadline	21 Days After MEC
6	§ 8.4	Title Resolution Deadline	28 Days After MEC
7	§ 8.6	Right of First Refusal Deadline	
		Owners' Association	
8	§ 7.3	Association Documents Deadline	14 Days After MEC
9	§ 7.4	Association Documents Objection Deadline	21 Days After MEC
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	
17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	
		Appraisal	
19	§ 6.2	Appraisal Deadline	45 Days After MEC
20	§ 6.2	Appraisal Objection Deadline	48 Days After MEC
21	§ 6.2	Appraisal Resolution Deadline	52 Days After MEC
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	
24	§ 9.4	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	45 Days After MEC
26	§ 10.3	Inspection Resolution Deadline	48 Days After MEC

159	27	§ 10.5	Property Insurance Objection Deadline	60 Days After MEC
160	28	§ 10.6	Due Diligence Documents Delivery Deadline	45 Days After MEC
161	29	§ 10.6	Due Diligence Documents Objection Deadline	48 Days After MEC
162	30	§ 10.6	Due Diligence Documents Resolution Deadline	60 Days After MEC
163	31	§ 10.7	Conditional Sale Deadline	N/A
164	Closing and Possession			
165	32	§ 12.3	Closing Date	See Paragraph 30. #2.
166	33	§ 17	Possession Date	See Paragraph 30. #2.
167	34	§ 17	Possession Time	At closing and funding
168	35	§ 28	Acceptance Deadline Date	Upon execution by all parties
169	36	§ 28	Acceptance Deadline Time	TBD
170	37	<i>n/a</i>	<i>n/a</i>	
171	38	<i>n/a</i>	<i>n/a</i>	

181 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal** deadlines do **Not** apply to
 182 **FHA** insured or **VA** guaranteed loans.
 183

184 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision
 185 applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word
 186 "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this
 187 Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of
 188 "None", such provision means that "None" applies.
 189

190 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed
 191 this Contract.
 192

193 4. PURCHASE PRICE AND TERMS.

194 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:
 195

200 Item No.	Reference	Item	Amount	Amount
201 1	§ 4.1	Purchase Price	\$799,000.00	
202 2	§ 4.3	Earnest Money		\$10,000.00
203 3	§ 4.5	New Loan		
204 4	§ 4.6	Assumption Balance		
205 5	§ 4.7	Private Financing		
206 6	§ 4.7	Seller Financing		
207 7	<i>n/a</i>	<i>n/a</i>		
208 8	<i>n/a</i>	<i>n/a</i>		
209 9	§ 4.4	Cash at Closing		\$789,000.00
210 10	TOTAL		\$799,000.00	\$799,000.00

211 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ *n/a* (Seller Concession). The Seller
 212 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the
 213 Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable
 214 items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount
 215 points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller
 216 Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.
 217

218 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a **good US**
 219 **funds/wire**, will be payable to and held by **Commonwealth Title** (Earnest Money Holder), in its trust account,
 220 on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract
 221 unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties
 222 authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any,
 223 at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits
 224 transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and
 225 Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money
 226 Holder in this transaction will be transferred to such fund.
 227

238
239 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
240 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
241

242 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
243 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set
244 forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt
245 of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual
246 instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.
247

248 **4.4. Form of Funds; Time of Payment; Available Funds.**

249 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
250 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
251 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
252 Funds).
253

254 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid
255 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
256 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer
257 represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately
258 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
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260 **4.5. New Loan.** (Omitted as inapplicable)
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262 **4.6. Assumption.** (Omitted as inapplicable)
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264 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
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266 TRANSACTION PROVISIONS
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271 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
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274 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
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277 **5.4. Existing Loan Review.** (Omitted as inapplicable)
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279 **6. APPRAISAL PROVISIONS.**
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281 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser,
282 engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The
283 Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the
284 Property as a condition for the Property to be valued at the Appraised Value.
285

286 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
287 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
288

289 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
290 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
291 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
292

293 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
294

295 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
296 copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase
297 Price.
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299 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
300 **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or
301 before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**,
302 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or
303 before expiration of **Appraisal Resolution Deadline**.
304

305 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the
306 purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any
307 penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in
308 accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner,
309 Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property
310 of not less than \$ n/a. The purchaser (Buyer) shall have the privilege and option of proceeding with the
311 consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is
312 arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.
313 HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy
314 himself/herself that the price and condition of the Property are acceptable.
315

317 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the
 318 purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to
 319 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the
 320 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall,
 321 however, have the privilege and option of proceeding with the consummation of this Contract without regard to the
 322 amount of the reasonable value established by the Department of Veterans Affairs.
 323

324 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or
 325 repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof
 326 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to
 327 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt
 328 of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not
 329 apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement
 330 regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction
 331 of the Lender Requirements is waived in writing by Buyer.
 332

333 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely
 334 paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
 335 management company, lender's agent or all three.
 336

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

339 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A
 340 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE
 341 OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION
 342 FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF
 343 THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE
 344 FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
 345 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
 346 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT.
 347 THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT
 348 THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY
 349 THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE
 350 ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD
 351 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS
 352 SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES
 353 AND REGULATIONS OF THE ASSOCIATION.

354 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents)
 355 consist of the following:

356 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of
 357 organization, operating agreements, rules and regulations, party wall agreements;

358 **7.2.2.** Minutes of most recent annual owners' meeting;

359 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately
 360 preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§
 361 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and

362 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent
 363 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve
 364 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

365 **7.3. Association Documents to Buyer.**

366 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the
 367 Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes
 368 the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide
 369 the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who
 370 provides such documents.

371 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer
 372 has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on
 373 any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should
 374 Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has
 375 the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after
 376 Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's
 377 Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to
 378 Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate
 379 within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives
 380 any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or
 381 Contract Approval).
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 397 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

398 **8.1. Evidence of Record Title.**

399 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title
 400 insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title**
 401 **Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
 402 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified
 403 to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as
 404 practicable at or after Closing.

405 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title
 406 insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title**
 407 **Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment),
 408 in an amount equal to the Purchase Price.

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

410 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain
 411 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure
 412 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey
 413 matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of
 414 commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax
 415 sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by Buyer
 416 **Seller** **One-Half by Buyer and One-Half by Seller** **Other n/a**.

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

421 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
 422 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents
 423 (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title
 424 Commitment furnished to Buyer (collectively, Title Documents).

425 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
 426 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the
 427 clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents
 428 required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance
 429 policy.

430 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
 431 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
 432 **Deadline**.

433 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment
 434 and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title**
 435 **Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment
 436 or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective
 437 discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the
 438 **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a
 439 copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the
 440 earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required
 441 Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title
 442 Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or
 443 Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the
 444 provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any,
 445 to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's
 446 Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the
 447 condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

448 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies
 449 of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements,
 450 liens (including, without limitation, governmental improvements approved, but not yet installed) or other title
 451 matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller
 452 has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third
 453 party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
 454 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
 455 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
 456 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-
 457 Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or
 458 ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to
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475 Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this
 476 Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not
 477 receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer
 478 accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.
 479

480 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not
 481 limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in
 482 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer
 483 has the following options:
 484

485 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
 486 matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a
 487 written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of
 488 **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection
 489 (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on
 490 or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title
 491 Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by
 492 Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be
 493 automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or
 494

495 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
 496 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective
 497 discretion.
 498

499 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL
 500 OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON
 501 THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE
 502 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT
 503 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE
 504 SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE
 505 THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE
 506 COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY
 507 OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY
 508 CLERK AND RECORDER, OR THE COUNTY ASSESSOR.
 509

510 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on
 511 any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective
 512 discretion.
 513

514 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a
 515 right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
 516 such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve
 517 disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or
 518 the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in
 519 writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not
 520 occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.
 521

522 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should
 523 be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title,
 524 ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back
 525 requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and
 526 other unrecorded agreements, water on or under the Property, and various laws and governmental regulations
 527 concerning land use, development and environmental matters.
 528

529 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 530 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**
 531 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**
 532 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**
 533 **GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH**
 534 **INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO**
 535 **ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

536 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
 537 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
 538 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY**
 539 **CLERK AND RECORDER.**

540 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
 541 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL**
 542 **COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING**
 543 **WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**

544 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
 545 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
 546 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**

554 **AND GAS CONSERVATION COMMISSION.**

555 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted,
 556 excluded from, or not covered by the owner's title insurance policy.

557 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters
 558 as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record**
 559 **Title Objection Deadline**).

562 **9. NEW ILC, NEW SURVEY.**

563 **9.1. New ILC or New Survey.** If the box is checked, a **New Improvement Location Certificate (New**
 564 **ILC)** **New Survey** in the form of n/a is required and the following will apply:

565 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
 566 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
 567 certified and updated as of a date after the date of this Contract.

568 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
 569 or before Closing, by: **Seller** **Buyer** or: n/a

570 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the
 571 provider of the opinion of title if an Abstract of Title), and n/a will receive a New ILC or New Survey on or before
 572 **New ILC or New Survey Deadline.**

573 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the
 574 surveyor to all those who are to receive the New ILC or New Survey.

575 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC
 576 or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to
 577 the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New
 578 ILC or New Survey if done prior to Seller incurring any cost for the same.

579 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New**
 580 Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole
 581 subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding §
 582 8.3 or § 13:

583 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

584 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was
 585 to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to
 586 correct.

587 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by
 588 Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in
 589 writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will
 590 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's
 591 written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of
 592 **New ILC or New Survey Resolution Deadline**.

603 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

607 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees
 608 to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property
 609 Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

610 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects
 611 actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise
 612 provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**"
 613 condition, "**Where Is**" and "**With All Faults**".

614 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to
 615 have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at
 616 Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural
 617 integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the
 618 physical condition of the Inclusions, (3) service to the Property (including utilities and communication services),
 619 systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation
 620 project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its
 621 effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
 622 Buyer may, on or before **Inspection Objection Deadline**:

623 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

624 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical
 625 condition that Buyer requires Seller to correct.

626 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before

633 **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or
 634 before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless
 635 Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before
 636 expiration of **Inspection Resolution Deadline**.
 637

638 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
 639 written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering
 640 reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the
 641 Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the
 642 Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from
 643 and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.
 644 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any
 645 such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal
 646 fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not
 647 apply to items performed pursuant to an Inspection Resolution.
 648

649 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and
 650 premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before
 651 **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in
 652 Buyer's sole subjective discretion.
 653

654 **10.6. Due Diligence.**

655 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver
 656 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer
 657 on or before **Due Diligence Documents Delivery Deadline**:
 658 **10.6.1.1.** All current leases, including any amendments or other occupancy agreements,
 659 pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive
 660 Closing are as follows (Leases): n/a
 661 **10.6.1.2.** Other documents and information:
 662 *any pertinent to the Property in Seller's possession - Seller's representative or seller's agent will*
 663 *provide any/all documents requested by Buyer that they have in their possession or have access*
 664 *to or that buyer reasonably requests and is reasonably obtainable by Seller.*

665 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
 666 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are
 667 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
 668 **Objection Deadline:**

669 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
 670 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
 671 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

672 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is
 673 received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not
 674 agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this
 675 Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written
 676 withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due**
 677 **Diligence Documents Resolution Deadline.**

678 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that
 679 certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 25.1
 680 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such
 681 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not
 682 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to
 683 Terminate under this provision.
 684

685 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
 686 Does **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of
 687 Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer **Does**
 688 **Does Not** acknowledge receipt of a copy of the current well permit.

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

692 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater
 693 or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping
 694 purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an
 695 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as
 696 required by the applicable building code.

697 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more
 698 residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract is void unless
 699 (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate licensees
 700 701 702 703 704 705 706 707 708 709 710 711

712 and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when this Contract is
713 signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form
714 signed by Seller and the real estate licensees.
715

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

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

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

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties

Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

13.4. Inclusion of

13.5. Any special assessment if the improvements were not installed

hereon, whether assessed prior to or after Closing, and
13.6. Other *n/a*

10.3. Other Ind.

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

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

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

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

791 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's
 792 statement of assessments (Status Letter) must be paid by **None** **Buyer** **Seller**
 793 **One-Half by Buyer and One-Half by Seller.** Any record change fee assessed by the Association including, but
 794 not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change
 795 Fee) must be paid by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.**

796 **15.4. Local Transfer Tax.** **The Local Transfer Tax of n/a % of the Purchase Price must be paid at**
 797 **Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.**

798 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,
 799 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
 800 Closing by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee,
 801 whether one or more, is for the following association(s): n/a in the total amount of n/a% of the Purchase Price or \$
 802 n/a.

803 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this
 804 Contract, do not exceed \$ 50 for:

805 **Water Stock/Certificates** **Water District**
 806 **Augmentation Membership** **Small Domestic Water Company** **Roaring Fork WAtter and Sanitation**
 807 and must be paid at Closing by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**

808 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must
 809 be paid when due by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.**

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

811 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general
 812 real estate taxes for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding**
 813 **Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable
 814 qualifying seniors property tax exemption, qualifying disabled veteran exemption or **Other n/a**.

815 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will
 816 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions,
 817 and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to
 818 Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

819 **16.3. Association Assessments.** Current regular Association assessments and dues (Association
 820 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular
 821 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may
 822 be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the
 823 Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to
 824 **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any special
 825 assessment by the Association for improvements that have been installed as of the date of Buyer's signature
 826 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the
 827 Association Assessments are currently payable at approximately \$ 1683 per year and that there are no unpaid
 828 regular or special assessments against the Property except the current regular assessments and **Sundance -**
 829 **special assessment \$490/year, others TBD**. Such assessments are subject to change as provided in the
 830 Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date**
 831 a current Status Letter.

832 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and **any**
 833 **applicable**.

834 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

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

837 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be
 838 additionally liable to Buyer for payment of \$ 300 per day (or any part of a day notwithstanding § 18.1) from
 839 **Possession Date** and **Possession Time** until possession is delivered.

840 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following
 841 box is checked, then Buyer **Does Not** represent that Buyer will occupy the Property as Buyer's principal
 842 residence.

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

887 **GENERAL PROVISIONS**

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

871 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United
872 States Mountain Time (Standard or Daylight Savings as applicable).

873 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is
874 not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls
875 on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be
876 extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline
877 will not be extended.

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

884 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other
885 perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price
886 (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid
887 by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the
888 Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** if the
889 Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out
890 this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that
891 were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
892 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price.
893 In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the
894 **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to
895 Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2)
896 the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to
897 escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
898 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance
899 claim.

900 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
901 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
902 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier,
903 then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and
904 quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or
905 Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering
906 such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
907 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing**
908 **Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such
909 Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right
910 for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of
911 pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such
912 Inclusions.

913 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
914 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify
915 Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before
916 **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to
917 consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a
918 credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or
919 Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

920 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
921 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
922 complies with this Contract.

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

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

931 **21.1. If Buyer is in Default:**

932 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money

949 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is
 950 not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional
 951 damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect
 952 and Seller has the right to specific performance or damages, or both.
 953

954 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is
 955 checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller,
 956 and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not
 957 a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and
 958 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of
 959 this Contract. Seller expressly waives the remedies of specific performance and additional damages.
 960

961 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest
 962 Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively,
 963 Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific
 964 performance or damages, or both.
 965

966 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of
 967 any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must
 968 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
 969

970 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not
 971 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
 972 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
 973 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the
 974 settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of
 975 such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not
 976 resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
 977 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either
 978 party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written
 979 notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.
 980

981 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release
 982 the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of
 983 any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest
 984 Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding
 985 between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent
 986 jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees
 987 incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a
 988 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
 989 Lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
 990 Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy
 991 of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the
 992 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**. This Section
 993 will survive cancellation or termination of this Contract.
 994

995 **25. TERMINATION.**

996 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
 997 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
 998 Terminate), provided such written notice was received on or before the applicable deadline specified in this
 999 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to
 1000 Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate
 1001 under such provision.
 1002

1003 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
 1004 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and
 1005 24.
 1006

1007 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
 1008 specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior
 1009 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No
 1010 subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable
 1011 unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or
 1012 is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the
 1013 predecessor's benefits and obligations of this Contract.
 1014

1015 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**
 1016

1028 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except
 1029 as provided in § 27.2, and is effective when physically received by such party, any individual named in this
 1030 Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with
 1031 such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage
 1032 Firm).
 1033

1034 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic
 1035 form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the
 1036 Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
 1037 received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or
 1038 **Text.**
 1039

1040 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at
 1041 the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the
 1042 information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.
 1043

1044 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in
 1045 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
 1046 contract in Colorado for real property located in Colorado.
 1047

1048 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by
 1049 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such
 1050 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
 1051 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
 1052 executed by each party, separately, and when each party has executed a copy thereof, such copies taken together
 1053 are deemed to be a full and complete contract between the parties.
 1054

1055 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including,
 1056 but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and**
 1057 **Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property**
 1058 **Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of Water.**
 1059

ADDITIONAL PROVISIONS AND ATTACHMENTS

1060 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado
 1061 Real Estate Commission.)

1062 **1. Pending Litigation.** Seller is a limited liability company wholly owned by Woodbridge Group of
 1063 Companies, LLC ("Woodbridge"). Seller and Woodbridge have each filed petitions under chapter
 1064 11 of the Bankruptcy Code and there is pending litigation against and/or involving Seller and
 1065 Woodbridge, which could affect the Property or Seller's ability to convey title to the Property or
 1066 obtain a release of any deeds of trust encumbering the Property prior to Closing, including Case
 1067 No. 17-12560-KJC in the United States Bankruptcy Court for the District of Delaware, as well as
 1068 Case No. 17-24624-CIV, in the United States District Court, Southern District of Florida.
 1069

1070 **2. Approval of Bankruptcy Court.** Seller is a Debtor in jointly-administered bankruptcy Case No. 17-
 1071 12560-KJC in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy
 1072 Court"). This Agreement, including Seller's obligation to transfer title free and clear of all liens in
 1073 Paragraph 13, is expressly contingent upon the Bankruptcy Court's entry of a final, non-appealable
 1074 order ("Sale Order") approving this Agreement on or prior to Closing, and any transaction(s)
 1075 contained herein, including payment or escrow of the brokerage commission as well as the
 1076 conveyance of the Property free and clear of all monetary liens and encumbrances. Seller will use
 1077 best efforts to file a motion for approval of this Agreement with the Bankruptcy Court promptly
 1078 after all Buyer objection and resolution deadlines or any other contingency periods have lapsed, or
 1079 after Buyer has waived all such deadlines or contingencies in writing. Both Buyer and Seller shall
 1080 have a Right to Terminate, as defined in Section 25 of the Contract, if the Sale Order entered by the
 1081 Bankruptcy Court is not reasonably acceptable to them; provided that Seller or Buyer, as the case
 1082 may be, must exercise, in writing, such Right to Terminate on such grounds within five (5) days
 1083 following entry of the Sale Order. Additionally, Buyer has a Right to Terminate at any time after
 1084 MEC+75 if the Sale Order has not yet been entered. Closing shall occur seven (7) days after the
 1085 Sale Order becomes final and non-appealable.
 1086

1087 **2.a. Buyer's offer and this Contract are conditioned upon the Bankruptcy Court's approval of a**
 1088 **purchase agreement eliminating all claims, future or present, known or unknown, liquidated or**
 1089 **unliquidated, from the Property. Seller shall comply with all applicable state and federal laws,**
 1090

1107 rules, regulations or notices, and any applicable Bankruptcy Court rules, orders, requirements and
 1108 notices, with regard to the sale of the Property. The Property and the purchase are "free and clear"
 1109 of liens, claims and encumbrances. The Sale Order shall (i) unambiguously state that the sale is
 1110 free and clear of all claims against the Debtor, whether known or unknown, (ii) that the Buyer is
 1111 unequivocally not a successor in interest of the debtor for any purpose and thus is not answerable
 1112 for any successor liability claims and Buyer is released or discharged from any successor liability;
 1113 and (iii) include a broad release and provisions unambiguously enjoining any Debtor's creditors
 1114 and others from bringing actions and claims against the Buyer arising before the Buyer's
 1115 acquisition of the Property. Any liabilities related to the Property and/or Debtor are expressly
 1116 rejected by Buyer.
 1117

1118
 1119
 1120
 1121 **3. Paragraph 21.2 above shall be deleted and replaced with the following: 21.2. If Seller is in**
 1122 **Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money**
 1123 **received hereunder will be returned to Buyer. Said payment of Earnest Money is Buyer's Only**
 1124 **Remedy for Seller's failure to perform the obligations of this Contract. Buyer expressly waives all**
 1125 **additional remedies, including the remedies of specific performance and additional damages.**

1126
 1127
 1128 **4. Inventory of furniture shall be within 21 days of MEC.**

1129
 1130
 1131
 1132 **5. Per Paragragh 10. - All inspection and due diligence objection and resolution deadlines shall be**
 1133 **contingent on the Sale Order. This Property is sold "as is" "where is". Buyer has the right to do an**
 1134 **Inspection. It is not known if Seller or Seller's representative will be allowed to change, repair, or**
 1135 **replace anything on the Property. Buyer shall have the right to Terminate this Contract per**
 1136 **Paragraph 10.3.1. Per 10. 3.3. Inspection Objection, Inspection Resolution, Due Diligence Objection**
 1137 **and Due Diligence Resolution Deadlines shall be the later of 45 days from MEC or 7 days after the**
 1138 **final and non-appealable Sale Order is received by Buyer. Upon review of the final and non-**
 1139 **appealable Sale Order, Buyer shall have the right to a Due Diligence Objection, or alternatively, the**
 1140 **unfettered right to cancel this Agreement without penalty. Upon such cancellation, Buyer's earnest**
 1141 **money shall be returned.**

1142
 1143
 1144
 1145
 1146 **6. Seller agrees to deliver the property in "maid clean condition". Maid clean condition shall be**
 1147 **defined as all personal property and trash removed from the premises, all appliances cleaned, all**
 1148 **floors mopped and carpets professionally cleaned, all bathroom fixtures, tubs and showers**
 1149 **cleaned, windows washed and walls free of dirt.**

1150
 1151
 1152
 1153 **7. Notwithstanding § 2.2 or anything contained in this Contract to the contrary, Buyer has the right**
 1154 **to assign this Contract.**

1155
 1156
 1157 **8. Any and all court, trustee or Broker fees or commissions are paid by the Seller at Closing.**

1158
 1159
 1160 **9. All local, state and federal taxes, liens, assessments due (to the HOA or similar organizations)**
 1161 **related to the Property shall be paid (and removed from requirements to close by the Title**
 1162 **Company) in full by the Seller prior to Closing.**

31. ATTACHMENTS.

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

n/a

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

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

n/a

SIGNATURES

Melissa McPherron

Date: 3/10/2018

Buyer: Melissa McPherron

Address:
Phone: Fax:
Email Address: mamcpheffron@gmail.com

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

Frederick Chin, CEO

Date: 3/15/2018

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

Address:
Phone: Fax:
Email Address:

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

You will be able to view the Initials Boxes once you have clicked on COUNTERED or REJECTED.

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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

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

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

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

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

Kathy Westley

Date: 3/8/2018

Broker's Name: ***Kathy Westley***
Address: ***1117 Grand Avenue Glenwood Springs, CO 81601***
Ph: ***970-947-9300*** Fax: ***970-947-9335*** Email Address: ***kathy@propertyshopinc.com***

Date: 3/12/2018



Broker's Name: **Jennifer VanDyke**

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

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

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



Date: **3/12/2018**

Broker's Name: **Jennifer VanDyke**

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

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

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

CTM eContracts - ®2016 CTM Software Corp.

EXHIBIT B

BROKER AGREEMENT

COMMONWEALTH TITLE COMPANY
OF GARFIELD COUNTY, INC.
1322 Grand Avenue
Glenwood Springs , CO 81601
phone 970-945-4444 / fax 970-945-4449

STATEMENT OF SETTLEMENT
Seller's Estimate

Property Address: 238 Sundance Trail Carbondale, CO 81623

Seller: Massabesic Investments LLC

Purchaser: Melissa McPherron

Settlement Date: May 15, 2018

Date of Proration: May 15, 2018

Legal Description:

Lot SD-17

Aspen Glen Filing No. 4

According to the final plat thereof recorded May 8, 2003 as Reception No. 626949

File No: 1803052

Description	Debit	Credit
Contract Sales Price		799,000.00
HOA Dues 5/15/18-12/31/18		1,065.13
2nd half 2017 taxes	2,144.86	
Radon Inspection	3,043.00	
Carpet Cleaning	300.00	
Final cleaning	300.00	
County Taxes 1/1/2018 to 5/15/2018	1,574.86	
Final water/sewer estimate	300.00	
Real Estate Commission 6%	47,940.00	
To: The Property Shop (23,970.00)		
To: The Property Shop (23,970.00)		
Settlement or Closing Fee	85.00	
Owner's Title Insurance	1,013.00	
Owners Extended Coverage	50.00	
Tax Certificate	15.00	
E-Record/Simplifile	20.00	
Courier Fee	25.00	
Miscellaneous Recording	83.00	
Sub-Totals	56,893.72	800,065.13
Balance Due To Seller	743,171.41	
TOTALS	800,065.13	800,065.13

APPROVED and ACCEPTED

Massabesic Investments LLC

The Property Shop

EXHIBIT C

TITLE REPORT

Commonwealth Title Company of Garfield County, Inc.

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

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

Date: April 6, 2018

File No. 1803052-1

Property Address. 238 Sundance Trail, Carbondale

Listing Agent

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

Selling Agent

The Property Shop:
1117 Grand Avenue
Glenwood Springs, CO 81601
Attn: Kathy Westley
Email: kathy@propertyshopinc.com;
laura@propertyshopinc.com

Buyer

Prasada Holdings, LLC
Email: mamcperron@gmail.com

Attorney

Balcomb & Green
PO Drawer 790
Glenwood Springs , CO 81601
Email:clee@balcombgreen.com

Seller

Massabesic Investments LLC

Closing Contacts

Glenwood Springs office - 970-945-4444

Rifle office - 970-625-3300

Linda Gabossi - linda@cwtrifle.com

Denna Conwell - denna@cwtrifle.com

Connie Rose Robertson - connie@cwtrifle.com

Patti Reich - patti@cwtrifle.com

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. 1803052-1

1. Effective Date: April 2, 2018 at 7:59 AM

2. Policy or Policies to be issued:

(a) ALTA OWNER POLICY (ALTA 6-17-06) \$799,000.00

Proposed Insured:

Prasada Holdings, LLC

(b) ALTA LOAN POLICY (ALTA 6-17-06) N/A

Proposed Insured:

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

Massabesic Investments LLC

Vesting Deed and 24 month chain of title.

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

Lot SD-17

Aspen Glen Filing No. 4

According to the final plat thereof recorded May 8, 2003 as Reception No. 626949

TITLE CHARGES

Owner's Policy Standard Coverage	\$1,013.00	Developers
Owner's Extended Coverage	50.00	
Tax Certificate	15.00	

COUNTERSIGNED: Patrick P. Burwell
Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

American Land Title Association
Schedule A
(Rev'd 6-06)

Issuing Agent:
Commonwealth Title Company of Garfield County, Inc.
127 East 5th Street Rifle, CO 81650

File No. 1803052-1

SCHEDULE B - SECTION 1

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

1. Special Warranty Deed from Massabesic Investments LLC or the appropriate Bankruptcy Court approved officer vesting fee simple title in Prasada Holdings, LLC.

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

2. Recordation of an Order Authorizing the Bankruptcy Trustee or the appropriate Bankruptcy Court approved officer to Sell the Parcel to be insured hereunder issued by the United States Bankruptcy Court in Case No.17-12816KJC.
3. Note: Per Statement of Authority recorded October 20, 2015 as Reception No. 869468 the person(s) authorized to execute instruments conveying, encumbering or otherwise affecting title to real property are Robert Shapiro, Manager on behalf of Massabesic Investments LLC
4. Execution of a Final Affidavit and Agreement indemnifying the Company against unfiled mechanic's and materialmen's liens.
5. Payment of any outstanding homeowner association dues.

DISCLOSURES

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

Pursuant to Colorado Division of Insurance Regulation 8-1-2, notice is hereby given that affirmative mechanic's lien protection for the prospective insured owner may be available upon compliance with the following conditions:

A. The land described in Schedule A of this Commitment must be a single family residence, which includes a condominium or townhouse unit. B. No labor or materials may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months. C. The Company must receive appropriate affidavits indemnifying the Company against all unfiled mechanic's and materialmen's liens. D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary; or, at its option, the Company may refuse to delete the exception. No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph M.

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

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

A) The subject real property may be located in a special taxing district; B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent; C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor; and D) The company will not issue its policy of policies of title insurance contemplated by the commitment until it has been provided a Certificate of Taxes due from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary

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

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

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

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

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

Pursuant to C.R.S. §38-35-125(2), no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph J. "**Good Funds Law**"

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

File No. 1803052-1**SCHEDULE B - SECTION 2**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Rights or claims of parties in possession not shown by the Public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
2. Easements, or claims of easements, not shown by the public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
Note: Exception No. 4 will be deleted upon receipt of Final Affidavits and Agreements indemnifying the Company against unfiled mechanic's and materialmen's liens.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
Note: Exception 5 will be deleted on the final policy if Commonwealth Title Company of Garfield County, Inc. closes the proposed transaction and records the applicable instruments of conveyance.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
Note: Exception 6 will read: "General taxes and assessments for the year 2017 and thereafter, not yet due and payable." on the final policy if Commonwealth Title Company of Garfield County, Inc. closes the proposed transaction.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
9. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded July 25, 1894 in Book 12 at Page 332.
[\(view\)](#)
10. Terms and conditions contained in easement agreements recorded February 10, 1995 in Book 931 at Page 354.
[\(view\)](#)
11. Terms and conditions contained in easement agreements recorded February 10, 1995 in Book 931 at Page 374.
[\(view\)](#)
12. Terms and conditions of Garfield County Board of Commissioner Resolution No. 92-056 for Aspen Glen Planned Unit Development recorded June 29, 1992 in Book 835 at Page 305.
[\(view\)](#)
13. Terms and conditions of Garfield County Board of Commissioner Resolution No. 93.121 for Aspen Glen Planned Unit Development recorded December 28, 1993 in Book 887 at Page 824.
[\(view\)](#)
14. Terms and conditions of Garfield County Board of Commissioner Resolution No. 94-008 for Aspen Glen Planned Unit Development recorded February 2, 1994 in Book 891 at Page 620.
[\(view\)](#)

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**SCHEDULE B - SECTION 2
(Continued)**

15. Terms and conditions of Garfield County Board of Commissioner Resolution No. 94-089 for Aspen Glen Planned Unit Development recorded August 9, 1994 in Book 911 at Page 791.
[\(view\)](#)
16. Terms and conditions of Garfield County Board of Commissioner Resolution No. 96-06 for Aspen Glen Planned Unit Development recorded February 9, 1996 in Book 966 at Page 682.
[\(view\)](#)
17. Terms and conditions of Garfield County Board of Commissioner Resolution No. for Aspen Glen Planned Unit Development recorded February 9, 1996 in Book 966 at Page 686.
[\(view\)](#)
18. Terms and conditions of Garfield County Board of Commissioner Resolution No. for Aspen Glen Planned Unit Development recorded August 20, 1997 in Book 1030 at Page 722.
[\(view\)](#)
19. Terms, conditions, and all matters set forth in Development Agreement recorded recorded June 29, 1992 in Book 835 at Page 364.
[\(view\)](#)
20. Restrictive covenants, which do not contain a forfeiture or reverter clause, as contained in instrument recorded April 6, 1995 in Book 936 at Page 350.
[\(view\)](#)

First Supplemental Declaration recorded July 15, 1997 in Book 1026 at Page 161.

[\(view\)](#)

Second Supplemental Declaration recorded November 26, 1997 in Book 1043 at Page 850.

[\(view\)](#)

Third Supplemental Declaration recorded February 10, 1998 in Book 1053 at Page 8.

[\(view\)](#)

Fourth Supplemental Declaration recorded February 10, 1998 in Book 1053 at Page 30.

[\(view\)](#)

Fifth Supplemental Declaration recorded May 1, 1998 in Book 1065 at Page 800.

[\(view\)](#)

Sixth Supplemental Declaration recorded May 22, 1998 in Book 1069 at Page 58.

[\(view\)](#)

Seventh Supplemental Declaration recorded August 24, 1998 in Book 1084 at Page 943

[\(view\)](#)

Eighth Supplemental Declaration recorded October 26, 1998 in Book 1094 at Page 517.

[\(view\)](#)

Ninth Supplemental Declaration recorded August 17, 1999 in Book 1145 at Page 680.

[\(view\)](#)

Tenth Supplemental Declaration recorded November 19, 1999 in Book 1161 at Page 293.

[\(view\)](#)

Eleventh Supplemental Declaration recorded September 23, 1999 in Book 1151 at Page 877.

[\(view\)](#)

Twelfth Supplemental Declaration recorded December 14, 1999 in Book 1164 at Page 755.

[\(view\)](#)

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**SCHEDULE B - SECTION 2
(Continued)**

Thirteenth Supplemental Declaration recorded July 17, 2000 in Book 1197 at Page 740.
[\(view\)](#)

Fourteenth Supplemental Declaration recorded May 8, 2003 in Book 1467 at Page 910.
[\(view\)](#)

First Amendment recorded October 30, 2003 in Book 1533 at Page 735.
[\(view\)](#)

Fifteenth Supplemental Declaration recorded December 21, 2004 in Book 1649 at Page 891.
[\(view\)](#)

First Amendment recorded October 30, 2003 in Book 1533 at Page 735.
[\(view\)](#)

21. Terms, conditions and provisions of Subdivider's Agreement as contained in instrument recorded April 6, 1995 in Book 936 at Page 444.
[\(view\)](#)

Amended in instrument recorded July 11, 1996 in Book 984 at Page 697.
[\(view\)](#)

22. Terms, conditions, provisions, obligations, restrictions, easements and rights of way as contained in Declaration of Golf Facilities Development, Construction and Operational Easement recorded April 6, 1995 in Book 936 at Page 314.
[\(view\)](#)

23. Easements, rights of way and all matters shown on the Plat of Aspen Glen, Filing No. 4 recorded May 8, 2003 as Reception No. 626949.
[\(view\)](#)

24. Any loss, claim or damage due to the location of fences. (NOTE: This exception will appear on the Owner's Policy only)

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

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

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

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

COMMONWEALTH TITLE COMPANY PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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