

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-5-19) (Mandatory 7-19)

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: October 1, 2019

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. Imma and Yura Homebeier (Buyer) will take title to the Property described below as ☒ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** _____.

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

2.3. Seller. Shirley and Will Lisztfemor (Seller) 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 Larimer, Colorado:

Lot 66, Silverplume Estates, FTC

NOTE: NEVER use the phrase "TBD by Title Company" or "to be completed by Title Company"

known as No. 1773 Deweese Street Fort Collins CO 80526,
Street Address City State Zip

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

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

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including ¹(one) 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 none other. 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: clothes washer, clothes dryer, stainless steel refrigerator, stainless steel electric range/oven, stainless steel dishwasher, built-in stainless steel microwave currently in place on Property.

☒ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.5. Parking and Storage Facilities. The use or ownership of the following parking facilities:

none; and the use or ownership of the following storage facilities: storage shed on north side of house.

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

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

Tenant's Personal Property including any wall-mounted electronics, potted plants inside and outside the Property, and chandelier hanging in the interior entryway.

2.7. Water Rights/Well Rights.

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

none

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 and 2.7.4, will be transferred to Buyer at Closing:

n/a

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

n/a

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

n/a

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

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	MEC +3 Days
		Title	
2	§ 8.1, § 8.4	Record Title Deadline	MEC + 7-10 Days
3	§ 8.2, § 8.4	Record Title Objection Deadline	MEC + 8-11 Days
4	§ 8.3	Off-Record Title Deadline	MEC + 7-10 Days
5	§ 8.3	Off-Record Title Objection Deadline	MEC + 8-11 Days
6	§ 8.5	Title Resolution Deadline	MEC + 12-15 Days
7	§ 8.6	Right of First Refusal Deadline	generally "n/a"
		Owners' Association	
8	§ 7.2	Association Documents Deadline	MEC + 7-10 Days - "n/a" if there's no HOA
9	§ 7.4	Association Documents Termination Deadline	MEC + 8-11 Days - "n/a" if there's no HOA
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	MEC + 1-3 Days
11	§ 10.10	Lead-Based Paint Disclosure Deadline	MEC + 1-3 Days
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	MEC + 4 Days
13	§ 5.2	New Loan Termination Deadline	MEC + 15-20 Days
14	§ 5.3	Buyer's Credit Information Deadline	generally "n/a"
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	generally "n/a"

16	§ 5.4	Existing Loan Deadline	generally "n/a"
17	§ 5.4	Existing Loan Termination Deadline	generally "n/a"
18	§ 5.4	Loan Transfer Approval Deadline	generally "n/a"
19	§ 4.7	Seller or Private Financing Deadline	generally "n/a"
Appraisal			
20	§ 6.2	Appraisal Deadline	MEC + 15-20 Days - check with lender for seasonality
21	§ 6.2	Appraisal Objection Deadline	MEC + 20-25 Days
22	§ 6.2	Appraisal Resolution Deadline	MEC + 22-26 Days
Survey			
23	§ 9.1	New ILC or New Survey Deadline	MEC + 10-12 Days
24	§ 9.3	New ILC or New Survey Objection Deadline	MEC + 12-15 Days
25	§ 9.3	New ILC or New Survey Resolution Deadline	MEC + 14-16 Days
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	MEC + 7-14 Days (less is more competitive)
27	§ 10.3	Inspection Termination Deadline	Same as Inspection Resolution Deadline
28	§ 10.3	Inspection Resolution Deadline	MEC + 8-11 Days at 6:00 p.m.
29	§ 10.5	Property Insurance Termination Deadline	MEC + 7-10 Days
30	§ 10.6	Due Diligence Documents Delivery Deadline	MEC + 7-10 Days
31	§ 10.6	Due Diligence Documents Objection Deadline	MEC + 8-11 Days
32	§ 10.6	Due Diligence Documents Resolution Deadline	MEC + 12-15 Days
33	§ 10.7	Conditional Sale Deadline	generally "n/a" but depends on Buyer's situation
34	§ 10.10	Lead-Based Paint Termination Deadline	same as Inspection Termination Deadline
Closing and Possession			
35	§ 12.3	Closing Date	MEC + 30-45 days depending on lender's ability
36	§ 17	Possession Date	"Upon Closing"
37	§ 17	Possession Time	"Upon Closing"
38	§ 28	Acceptance Deadline Date	Specific Day and Date
39	§ 28	Acceptance Deadline Time	Specific Time

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

90 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
91 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline
92 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
93 a selection of "None", such provision means that "None" applies.

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

95 **4. PURCHASE PRICE AND TERMS.**

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 360,000.00	
2	§ 4.3	Earnest Money		\$ 3,500.00
3	§ 4.5	New Loan		\$ 342,000.00
4	§ 4.6	Assumption Balance		\$ n/a
5	§ 4.7	Private Financing		\$ n/a
6	§ 4.7	Seller Financing		\$ n/a
7				
8				
9	§ 4.4	Cash at Closing		\$ 14,500.00
10		TOTAL	\$ 360,000.00	\$ 360,000.00

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ *00.00 (Seller Concession). The Seller
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
99 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a personal check, will be payable to and held by Brokerage Firm or Title Company - NOT BOTH!! (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

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

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

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

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

4.5. New Loan.

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

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

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☒ **Conventional** ☒ **FHA** ☒ **VA** ☐ **Bond** ☐ **Other** check all boxes your buyer expects to pursue to avoid issues in sec. 5.2 and 6.2.2-3.

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

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

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

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

4.7. Seller or Private Financing.

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

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

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

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

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

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

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

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

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

6. APPRAISAL PROVISIONS.

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

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

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

208 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
209 or

210 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
211 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
212

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

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

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

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

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

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

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

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

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must

271 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
272 (Association Insurance Documents);

273 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
274 disclosed in the Association's last Annual Disclosure;

275 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
276 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
277 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
278 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
279 Association's community association manager or Association will charge in connection with the Closing including, but not limited
280 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
281 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
282 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
283 7.3.5, collectively, Financial Documents);

284 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
285 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
286 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2
287 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
288 elements or limited common elements of the Association property.

289 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
290 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
291 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
292 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
293 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
294 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
295 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
296 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
297 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

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

299 **8.1. Evidence of Record Title.**

300 ☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
301 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
302 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
303 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
304 and delivered to Buyer as soon as practicable at or after Closing.

305 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
306 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
307 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
308 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

309 **8.1.3. Owner's Extended Coverage (OEC).** ☒ **Will** ☐ **Will Not** contain Owner's
310 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
311 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
312 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
313 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
314 paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
315 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
316 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
317 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
318 § 8.5 (Right to Object to Title, Resolution).

319 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
320 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
321 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
322 Documents).

323 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
324 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
325 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
326 party or parties obligated to pay for the owner's title insurance policy.

327 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
328 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

329 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
330 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
331 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
332 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
333 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
334 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
335 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
336 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
337 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
338 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
339 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
340 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
341 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
342 as satisfactory.

343 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
344 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
345 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
346 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). **This Section**
347 **excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey).** Buyer has the right to inspect the Property to
348 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
349 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
350 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
351 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
352 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
353 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
354 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
355 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
356 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
357 Buyer has actual knowledge.

358 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
359 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
360 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
361 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
362 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
363 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
364 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
365 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
366 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
367 **RECORDER, OR THE COUNTY ASSESSOR.**

368 **A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)**
369 **must be delivered to Buyer on or before Record Title Deadline. If the Property is located within a special taxing district and such**
370 **inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before Record Title Objection**
371 **Deadline. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the**
372 **Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's**
373 **inclusion in a special taxing district as unsatisfactory to Buyer.**

374 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
375 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
376 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

377 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
378 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
379 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
380 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
381 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
382 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
383 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
384 after Buyer's receipt of the applicable documents; or

385 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
386 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

387 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
388 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
389 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
390 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
391 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
392 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

393 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
394 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
395 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
396 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
397 laws and governmental regulations concerning land use, development and environmental matters.

398 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
399 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
400 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
401 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
402 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
403 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
404 GAS OR WATER.

405 **8.7.2. SURFACE USE AGREEMENT.** THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
406 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
407 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
408 RECORDER.

409 **8.7.3. OIL AND GAS ACTIVITY.** OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
410 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
411 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
412 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

413 **8.7.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL
414 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
415 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
416 AND GAS CONSERVATION COMMISSION.

417 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
418 not covered by the owner's title insurance policy.

419 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
420 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

421 **9. NEW ILC, NEW SURVEY.**

422 **9.1. New ILC or New Survey.** If the box is checked, a: 1) ☒ **New Improvement Location Certificate (New ILC)**; or,
423 2) ☐ **New Survey** in the form of _____; is required and the following will apply:

424 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☒ **Buyer will order the New ILC or New Survey.** The
425 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
426 after the date of this Contract.

427 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
428 Closing, by: ☐ **Seller** ☒ **Buyer** or: **ILC to be ordered only if required by Title Company, Buyer's Lender, or at Buyer's sole subjective discretion.**

431 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
432 the opinion of title if an Abstract of Title) and **Broker for Buyer** will receive a New ILC or New Survey on or before **New**
433 **ILC or New Survey Deadline.**

434 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
435 all those who are to receive the New ILC or New Survey.

436 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
437 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
438 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
439 Seller incurring any cost for the same.

440 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the
441 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
442 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

443 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

444 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
445 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

446 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
447 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
448 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**
449 **Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
450 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

451

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

454 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
455 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
456 to Seller's actual knowledge and current as of the date of this Contract.

457 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
458 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
459 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
460 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
461 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
462 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

463 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
464 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
465 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
466 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
467 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
468 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
469 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
470 Buyer may:

471 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
472 description of any unsatisfactory condition that Buyer requires Seller to correct; or

473 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,
474 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**
475 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

476 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
477 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
478 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
479 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

480 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
481 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
482 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
483 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
484 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
485 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
486 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
487 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
488 pursuant to an Inspection Resolution.

489 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
490 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
491 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

492 **10.6. Due Diligence.**

493 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
494 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
495 **Delivery Deadline**:

496 ☐ **10.6.1.1.** All current leases, including any amendments or other occupancy agreements, pertaining to the
497 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
498
499

500 ☒ **10.6.1.2. Other documents and information:**
501 If in the actual possession of Seller, Seller shall provide the following :
502 1. receipts, paid invoices, and other evidence of payment to vendors/contractors who have made improvements or repairs to Property in last 5 years
503 2. completed building permit for basement finish and other improvements requiring permits or inspections.

504 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
505 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
506 Buyer may, on or before **Due Diligence Documents Objection Deadline**:
507 or
508 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
509 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
510 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
511 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
512 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
513 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
514 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

515 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
516 owned by Buyer and commonly known as **generally "n/a" unless Buyer has a property to sell in order to close**. Buyer has the Right to Terminate
517 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property
518 is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to
519 Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

520 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☒ **Does** ☐ **Does Not**
521 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
522 the Property. ☒ **There is No Well.** Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.
523 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
524 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
525 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

526 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** [Intentionally Deleted]
527 **10.10. Lead-Based Paint.**

528 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings
529 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate
530 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**
531 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely
532 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 25.1 by Seller's receipt of
533 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

534 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the
535 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 25.1 by Seller's
536 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. If Buyer's
537 Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be
538 received by Seller on or before Closing. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection
539 of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to
540 Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer
541 waives any Right to Terminate under this provision.

542 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a
543 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties
544 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within
545 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

546 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,
547 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was
548 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further
549 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
550 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's written
551 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property
552 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State
553 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
554 the test.

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

CLOSING PROVISIONS

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

558 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
 559 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
 560 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
 561 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
 562 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
 563 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

564 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☒ **Are** ☐ **Are Not** executed with
 565 this Contract.

566 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
 567 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
 568 Closing Agent at Title Company or Buyer. **NOTE: NEVER use the term "By Mutual Agreement"**

569 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
 570 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

571 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
 572 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

573 ☒ **special warranty deed** ☐ **general warranty deed** ☐ **bargain and sale deed** ☐ **quit claim deed** ☐ **personal representative's**
 574 **deed** ☐ **_____ deed.** Seller, provided another deed is not selected, must execute and deliver a good
 575 and sufficient special warranty deed to Buyer, at Closing.

576 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
 577 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

578 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
 579 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
 580 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
 581 Seller from the proceeds of this transaction or from any other source.

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

583 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
 584 to be paid at Closing, except as otherwise provided herein.

585 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
 586 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other _____**.

587 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly
 588 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
 589 must be paid by ☐ **None** ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.** Any Record Change Fee must
 590 be paid by ☐ **None** ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

591 **15.4. Local Transfer Tax.** ☐ **The Local Transfer Tax of .0001 % of the Purchase Price must be paid at Closing by**
 592 ☐ **None** ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

593 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
 594 as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ **None** ☐ **Buyer** ☐ **Seller**
 595 ☐ **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s):
 596 _____ in the total amount of _____% of the Purchase Price or \$ _____.

597 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
 598 \$*0.00 for:

599 ☐ **Water Stock/Certificates** ☐ **Water District**
 600 ☐ **Augmentation Membership** ☐ **Small Domestic Water Company** ☐ _____
 601 and must be paid at Closing by ☐ **None** ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

602 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☒
 603 **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

604 **15.8. FIRPTA and Colorado Withholding.**

605 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
 606 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
 607 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
 608 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

609 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
610 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
611 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
612 if an exemption exists.

613 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
614 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
615 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
616 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
617 tax advisor to determine if withholding applies or if an exemption exists.

618 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as
619 otherwise provided:

620 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
621 year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most**
622 **Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
623 exemption or ☐ **Other** _____.

624 **16.2. Rents.** Rents based on ☒ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer
625 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
626 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
627 obligations under such Leases.

628 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
629 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
630 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
631 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
632 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller**. Except however, any
633 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
634 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
635 against the Property except the current regular assessments and **none other** _____. Association Assessments are
636 subject to change as provided in the Governing Documents.

637 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and **none other** _____.

638 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

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

641 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
642 to Buyer for payment of \$ **300.00** per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
643 **Possession Time** until possession is delivered.

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

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

647

GENERAL PROVISIONS

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

649 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
650 (Standard or Daylight Savings, as applicable).

651 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
652 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
653 federal or Colorado state holiday (Holiday), such deadline ☐ **Will** ☒ **Will Not** be extended to the next day that is not a Saturday,
654 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

658 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
659 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
660 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
661 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or

662 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
663 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
664 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
665 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
666 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
667 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
668 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
669 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
670 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

671 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
672 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
673 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
674 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
675 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
676 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
677 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
678 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
679 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
680 Closing.

681 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
682 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
683 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
684 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
685 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
686 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

687 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
688 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

689 **19.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be
690 purchased and may cover the repair or replacement of such Inclusions.

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

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

698 **21.1. If Buyer is in Default:**

699 ☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
700 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
701 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
702 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

703 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
704 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
705 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
706 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
707 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
708 additional damages.

709 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
710 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
711 this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

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

715 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
716 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

717 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
718 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
719 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
720 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
721 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
722 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
723 Section will not alter any date in this Contract, unless otherwise agreed.

724 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
725 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
726 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
727 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
728 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
729 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
730 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
731 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
732 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
733 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
734 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

735 **25. TERMINATION.**

736 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
737 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
738 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
739 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
740 and waives the Right to Terminate under such provision.

741 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
742 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

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

750 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
751 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
752 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
753 received by the party, not Broker or Brokerage Firm).

754 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
755 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
756 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
757 at the electronic address of the recipient by facsimile, email or none other.

758 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
759 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
760 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

761 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
762 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
763 located in Colorado.

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

767 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
768 copies taken together are deemed to be a full and complete contract between the parties.

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

773

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

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

776 1. Buyer hereby acknowledges receipt of, prior to signing this Contract, the pamphlet regarding RADON published
777 by the City of Fort Collins.

782 **31. OTHER DOCUMENTS.**

783 **31.1. The following documents are a part of this Contract:**

784 **31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the
785 Post-Closing Occupancy Agreement is a part of this Contract.

786 1. Lead Based Paint Disclosure

789 **31.2. The following documents have been provided but are not a part of this Contract:**

- 790 1. Fort Collins Occupancy Limits Disclosure
791 2. Square Footage Disclosure
792 3. Closing Instructions
4. Seller Property Disclosure
5. Affiliated Business Arrangement Disclosure
6. Wire Fraud Disclosure
7. Mold Disclosure

793

SIGNATURES

794 Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Buyer's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

795 **[NOTE: If this offer is being countered or rejected, do not sign this document.**

Seller's Name: _____

Seller's Name: _____

Seller's Signature Date

Address: _____

Phone No.: _____

Seller's Signature Date

Address: _____

Phone No.: _____

796

797

Fax No.: _____
 Email Address: _____

Fax No.: _____
 Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

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

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

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

Brokerage Firm's Name: _____

Brokerage Firm's License #: Put your Brokerage license number here!!

Broker's Name: _____

Broker's License #: Put your Individual Broker license number here!!

 Broker's Signature

 Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. 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.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

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

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name:

Brokerage Firm's License #:

LOOK IT UP!!

<https://apps.colorado.gov/dre/licensing/Lookup/LicenseLookup.aspx>

Broker's Name:

Broker's License #:

LOOK IT UP!!!

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

798