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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS 1-8-07) (Mandatory 1-08)

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

3 CONTRACT TO BUY AND SELL REAL ESTATE
4 (ALL TYPES OF PROPERTIES) with Closing Instructions

5 Date: _____

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

8 2. DEFINED TERMS.

9 2.1. Buyer. Buyer,
10 _____
11 _____
12 _____

13 will take title to the real property described below as [] Joint Tenants [] Tenants In Common [] Other
14 _____

15 2.2. Property. The Property is the following legally described real estate in the County of _____,
16 Colorado:

17 known as No. _____

18 _____
19 Street Address City State Zip
20 _____

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

23 2.3. Dates and Deadlines.

Table with 4 columns: Item No., Reference, Event, Date or Deadline. Rows include Alternative Earnest Money Deadline, Loan Application Deadline, Loan Conditions Deadline, Buyer's Credit Information Deadline, Disapproval of Buyer's Credit Information Deadline, Existing Loan Documents Deadline, Existing Loan Documents Objection Deadline, Loan Transfer Approval Deadline, Appraisal Deadline, Title Deadline, Title Objection Deadline, Survey Deadline, Survey Objection Deadline, Document Request Deadline, CIC Documents Deadline, CIC Documents Objection Deadline, Off-Record Matters Deadline.

18	§ 8.2	Off-Record Matters Objection Deadline	
19	§ 8.6	Right Of First Refusal Deadline	
20	§ 10.1	Seller's Property Disclosure Deadline	
21	§ 10.2	Inspection Objection Deadline	
22	§ 10.3	Inspection Resolution Deadline	
23	§ 10.5	Property Insurance Objection Deadline	
24	§ 12	Closing Date	
25	§ 17	Possession Date	
26	§ 17	Possession Time	
27	§ 31	Acceptance Deadline Date	
28	§ 31	Acceptance Deadline Time	

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2.4. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2.3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this contract.

3. INCLUSIONS AND EXCLUSIONS.

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

3.1.1. Fixtures. If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone 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 _____ remote controls; and

3.1.2. Personal Property. The following are included if on the Property whether attached or not on the date of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: **Water Softeners** **Smoke/Fire Detectors** **Security Systems** **Satellite Systems** (including satellite dishes).

3.1.3. Other Inclusions.

The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except

Conveyance shall be by bill of sale or other applicable legal instrument.

3.1.4. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

The Trade Fixtures to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except

Conveyance shall be by bill of sale or other applicable legal instrument.

3.1.5. Parking and Storage Facilities. **Use Only** **Ownership** of the following parking facilities:

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

3.1.6. Water Rights. The following legally described water rights:

Any water rights shall be conveyed by _____ **Deed** **Other** or other applicable legal instrument. If well rights are to be transferred to Buyer, Seller agrees to supply the required information to Buyer for Buyer to submit, and also, if required, a Change in Ownership form as promulgated by the Colorado State Engineer's office.

The Well Permit # is _____.

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

3.2. Exclusions. The following items are excluded:

4. PURCHASE PRICE AND TERMS.

PREPARED BY: Administrator, Administrator

CBS1-8-07, Contract to Buy and Sell Real Estate (All Types of Properties) with Closing Instructions. Colorado Real Estate Commission RealFA\$T® Software, ©2008, Version 6.17 Beta. Software Registered to: Jack O'Connor, Prestige Real Estate Group II, LLC

Buyer(s) _____

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		TOTAL	\$	\$

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4.2. **Earnest Money.** The Earnest Money set forth in this section, in the form of _____, is part payment of the Purchase Price and shall be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 2.3) 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 shall be transferred to such fund.

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4.2.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of the Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 2.3).

4.3. **Cash at Closing.** All amounts paid by Buyer at Closing, including Cash at Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds). Buyer represents that Buyer 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.

4.4. **Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$ _____ to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is allowed, Seller shall not pay or be charged such excess amount.

4.5. **New Loan.**

4.5.1. Buyer, except as provided in § 4.4, if applicable, shall 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 appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 25, Additional Provisions.

4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loan: Conventional FHA VA Bond

4.5.4. **Good Faith Estimate - Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a good faith estimate of Buyer's closing costs within three days after Buyer completes a loan application. Buyer should also obtain an estimate of the amount of Buyer's monthly mortgage payment. If the New Loan is unsatisfactory to Buyer, then Buyer may terminate this Contract pursuant to § 5.2 no later than **Loan Conditions Deadline** (§ 2.3).

4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest presently at _____ % 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 shall not exceed _____ % per annum and the new payment shall not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, then Buyer May Terminate this Contract effective upon receipt by Seller of Buyer's written notice of termination or _____

Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the requirements for

118 release from liability shall be evidenced by delivery on or before Loan Transfer Approval Deadline at Closing of an
119 appropriate letter of commitment from lender. Any cost payable for release of liability shall be paid by _____
120 in an amount not to exceed \$ _____.

121 **4.7. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to:
122 _____, as **Joint Tenants** **Tenants in**
123 **Common** **Other** _____, on the note form as indicated:

124 **(Default Rate)** NTD81-10-06 **Other** _____
125 secured by a _____ (1st, 2nd, etc.) deed of trust enumerating the Property, using the form as indicated:

126 **Strict Due-On-Sale** (TD72-10-06) **Creditworthy** (TD73-10-06) **Assumable - Not Due On Sale** (TD74-10-06)
127 **Other** _____.

128 The promissory note shall be amortized on the basis of _____ **Years** **Months**, payable at
129 \$ _____ per _____ including principal and interest at the rate of _____ % per annum. Payments
130 shall commence _____ and shall be due on the _____ day of each succeeding _____.

131 If not sooner paid, the balance of principal and accrued interest shall be due and payable _____
132 after Closing. Payments **Shall** **Shall Not** be increased by _____ of estimated annual real estate taxes,
133 and **Shall** **Shall Not** be increased by _____ of estimated annual property insurance premium. The loan
134 shall also contain the following terms: (1) if any payment is not received within _____ calendar days after its due date, a
135 late charge of _____ % of such payment shall be due; (2) interest on lender disbursements under the deed of trust shall
136 be _____ % per annum; (3) default interest rate shall be _____ % per annum; (4) Buyer may prepay without a
137 penalty except _____; and (5)

138 Buyer **Shall** **Shall Not** execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting
139 the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.

140 Buyer **Shall** **Shall Not** provide a mortgagee's title insurance policy, at Buyer's expense.

141 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

142 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or
143 if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by
144 **Loan Application Deadline** (§ 2.3).

145 **5.2. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon
146 Buyer determining, in Buyer's subjective discretion, that the availability, terms, conditions, and cost of such New Loan are
147 satisfactory to Buyer. This condition is for the benefit of Buyer. If such New Loan is not satisfactory to Buyer, Seller must
148 receive written notice to terminate from Buyer, no later than **Loan Conditions Deadline** (§ 2.3), at which time this Contract
149 shall terminate. **IF SELLER DOES NOT RECEIVE TIMELY WRITTEN NOTICE TO TERMINATE, THIS**
150 **CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE,**
151 **EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT.** (e.g., Appraisal, Title, Survey).

152 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a
153 promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the
154 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's
155 subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 2.3), at Buyer's
156 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
157 condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial ability
158 and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not
159 released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a promissory note
160 secured by a deed of trust in favor of Seller, this Contract, is conditional (for the benefit of Seller) upon Seller's approval of the
161 terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's New
162 Loan (Buyer's New Senior Loan). Additionally, Seller shall not have the right to terminate, at or before Closing, if the Cash at
163 Closing is less than as set forth in § 4.1 of this Contract or Buyer's New Senior Loan changes from that approved by Seller; and
164 (5) if Seller does not deliver written notice of Seller's disapproval of Buyer's financial ability and creditworthiness or of Buyer's
165 New Senior Loan to Buyer by **Disapproval of Buyer's Credit Deadline** (§ 2.3), then Seller waives the conditions set forth in
166 this section as to Buyer's New Senior Loan supplied to Seller. If Seller does deliver written notice of disapproval to Buyer on or
167 before said date, this Contract shall terminate.

168 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents
169 (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2.3). For the benefit
170 of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. If written
171 notice of objection to such loan documents, signed by Buyer, is not received by Seller by the **Existing Loan Documents**
172 **Objection Deadline** (§ 2.3), Buyer accepts the terms and conditions of the documents. If the lender's approval of a transfer of
173 the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such
174 loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 2.3), this Contract
175 shall terminate on such deadline. If Seller is to be released from liability under such existing loan and Buyer does not obtain such
176 compliance as set forth in § 4.5, this Contract may be terminated at Seller's option.

177 **6. APPRAISAL PROVISIONS.**

178 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof
179 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract
180 (notwithstanding § 10 of this Contract) by written notice to Buyer on or before three calendar days following Seller's receipt of

181 the Requirements. The right to terminate in this § 6.1 shall not apply if on or before five calendar days prior to **Closing Date**
182 (§ 2.3): (1) the parties enter into a written agreement; or (2) the Requirements are completed by Seller; or (3) the satisfaction of
183 the Requirements is waived in writing by Buyer.

184 **6.2. Appraisal Condition.**

185 **6.2.1. Not Applicable.** This § 6.2 shall not apply.

186 **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price
187 exceeds the Property's valuation determined by an appraiser engaged by _____.
188 The Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal or
189 written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before
190 **Appraisal Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Deadline**
191 (§ 2.3), Buyer waives any right to terminate under this subsection.

192 **6.2.3. FHA.** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall
193 not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest
194 Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements
195 a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement
196 lender, setting forth the appraised value of the Property of not less than \$ _____. The Purchaser (Buyer) shall
197 have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised
198 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
199 Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should
200 satisfy himself/herself that the price and condition of the Property are acceptable.

201 **6.2.4. VA** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall
202 not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
203 described herein if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the
204 Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the
205 consummation of this Contract without regard to the amount of the reasonable value established by the Department of
206 Veterans Affairs.

207 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by

208 Buyer Seller.

209 **7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

210 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a
211 current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this
212 box is checked, **An Abstract** of title certified to a current date. At Seller's expense, Seller shall cause the title insurance
213 policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished,
214 it **Shall** **Shall Not** commit to delete or insure over the standard exceptions which relate to:

- 215 (1) parties in possession,
- 216 (2) unrecorded easements,
- 217 (3) survey matters,
- 218 (4) any unrecorded mechanic's liens,
- 219 (5) gap period (effective date of commitment to date deed is recorded), and
- 220 (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

221 Any additional premium expense to obtain this additional coverage shall be paid by Buyer Seller.

222 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have
223 the right to review the Title Commitment pursuant to § 8.1.

224 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to Buyer and
225 _____, (1) copies of any
226 plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be
227 furnished, and if this box is checked **Copies of any Other Documents** (or, if legible, summaries of such documents) listed
228 in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these
229 documents pursuant to this section if requested by Buyer any time on or before **Document Request Deadline** (§ 2.3). This
230 requirement shall pertain only to documents as shown of record in the offices of the clerk and recorder in the county where the
231 Property is located. The abstract or Title Commitment, together with any copies or summaries of such documents furnished
232 pursuant to this section, constitute the title documents (Title Documents).

233 **7.3. Survey.** On or before **Survey Deadline** (§ 2.3) Seller Buyer shall order and cause Buyer (and the issuer of the
234 Title Commitment or the provider of the opinion of title if an abstract) to receive a current **Improvement Survey Plat**

235 **Improvement Location Certificate** _____
236 (the description checked is known as Survey). An amount not to exceed \$ _____ for Survey shall be paid by

237 Buyer Seller. If the cost exceeds this amount, Buyer Seller shall pay the excess on or before Closing. Buyer
238 shall not be obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered,
239 Buyer's written agreement to pay the required amount to be paid by Buyer.

240 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association)
241 declarations, bylaws, operating agreement, rules and regulations, party wall agreements, minutes of most recent annual owners'
242 meeting and minutes of any directors' or managers' meetings during the 6-month period immediately preceding the date of this
243 Contract, if any (Governing Documents), most recent financial documents consisting of (1) annual balance sheet, (2) annual
244 income and expenditures statement, and (3) annual budget (Financial Documents), if any (collectively CIC Documents).

245 **7.4.1. Not Applicable.** This § 7.4 shall not apply.
246 **7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST
247 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE
248 PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY
249 AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE
250 DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON
251 THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION.
252 IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE
253 PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND
254 REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE
255 PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE
256 ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE
257 COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF
258 THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY
259 AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

260 **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has
261 reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners
262 and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8.5.

263 **7.4.4. CIC Documents to Buyer.**

264 **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at
265 Seller's expense, on or before **CIC Documents Deadline** (§ 2.3).

266 **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer,
267 at Seller's expense.

268 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt
269 of the CIC Documents, regardless of who provides such documents.

270 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5
271 shall apply. Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion,
272 signed by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2.3),
273 shall terminate this Contract.

274 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the right, at
275 Buyer's option, to terminate this Contract by written notice delivered to Seller on or before ten calendar days after Buyer's
276 receipt of the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would
277 otherwise be required to be delivered after **Closing Date** (§ 2.3), Buyer's written notice to terminate shall be received by Seller
278 on or before three calendar days prior to **Closing Date** (§ 2.3). If Seller does not receive written notice from Buyer within
279 such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this
280 section is waived, notwithstanding the provisions of § 8.5.

281 NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

282 **8. TITLE AND SURVEY REVIEW.**

283 **8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of
284 title, form or content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents,
285 notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title Objection Deadline**
286 (§ 2.3), or within five calendar days after receipt by Buyer of any change to the Title Documents or endorsement to the Title
287 Commitment together with a copy of the document adding any new Exception to title. If Seller does not receive Buyer's notice
288 by the date specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

289 **8.2. Matters not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline**
290 (§ 2.3) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all
291 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters
292 (including, without limitation, rights of first refusal, and options) not shown by the public records of which Seller has actual
293 knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not
294 shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy or water rights).
295 Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding § 13, shall be
296 signed by or on behalf of Buyer and given to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller does
297 not receive Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has
298 actual knowledge.

299 **8.3. Survey Review.**

300 **8.3.1. Not Applicable.** This § 8.3 shall not apply.

301 **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect Survey. If written
302 notice by or on behalf of Buyer of any unsatisfactory condition shown by Survey, notwithstanding § 8.2 or § 13, is received
303 by Seller on or before **Survey Objection Deadline** (§ 2.3) then such objection shall be deemed an unsatisfactory title
304 condition. If Seller does not receive Buyer's notice by **Survey Objection Deadline** (§ 2.3), Buyer accepts the Survey as
305 satisfactory.

306 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
307 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
308 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT
309 RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF

310 SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO
311 DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD
312 INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION
313 INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH
314 INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

315 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a result, if
316 written notice, by or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3), this
317 contract shall terminate. If Seller does not receive Buyer's notice by such deadline, Buyer accepts the effect of the Property's
318 inclusion in such special taxing district and waives the right to terminate for that reason.

319 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to those matters listed in § 13. If Seller
320 receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in
321 §§ 8.1, 8.2, 8.3 and 8.4, Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same
322 prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract
323 shall terminate; provided, however, Buyer may, by written notice received by Seller on or before Closing, waive objection to such
324 items.

325 **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 this
326 Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the
327 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall
328 terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in
329 full force and effect. Seller shall promptly notify Buyer of the foregoing. If expiration or waiver of the right of first refusal or
330 Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2.3), this Contract shall terminate.

331 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.
332 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including
333 without limitation boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and
334 other unrecorded agreements, and various laws and governmental regulations concerning land use, development and
335 environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of
336 the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold
337 interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them
338 rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer
339 is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract
340 (e.g., **Title Objection Deadline** [§ 2.3] and **Off-Record Matters Objection Deadline** [§ 2.3]).

341 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for
342 which a building permit was issued prior to January 1, 1978, this Contract shall be void unless a completed Lead-Based Paint
343 Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior to the parties signing this
344 Contract. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller and the real
345 estate licensees.

346 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, BUYER DISCLOSURE AND SOURCE
347 OF WATER.**

348 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3), Seller agrees to
349 deliver to Buyer the most current version of the Colorado Real Estate Commission's Seller's Property Disclosure form completed
350 by Seller to the best of Seller's actual knowledge, current as of the date of this Contract.

351 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of the Property
352 and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective
353 discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2.3):

354 **10.2.1.** notify Seller in writing that this contract is terminated, or

355 **10.2.2.** deliver to Seller with a written description of any unsatisfactory physical condition which Buyer requires Seller to
356 correct (Notice to Correct).

357 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2.3), the physical
358 Property and Inclusions shall be deemed to be satisfactory to Buyer.

359 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in
360 writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 2.3), this Contract shall terminate one calendar
361 day following **Inspection Resolution Deadline** (§ 2.3), unless before such termination Seller receives Buyer's written withdrawal
362 of the Notice to Correct.

363 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all
364 inspections, tests, surveys, engineering reports or for any other work performed at Buyer's request (Work) and shall pay for any
365 damage which occurs to the Property and and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any
366 kind against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold
367 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or
368 lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability,
369 damage, cost or expense, or to enforce this section, including Seller's reasonable attorney and legal fees. The provisions of this
370 section shall survive the termination of this Contract.

371 **10.5. Insurability.** This Contract is conditioned upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability,
372 terms and conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on or before
373 **Property Insurance Objection Deadline** (§ 2.3), of Buyer's written notice that such insurance was not satisfactory to Buyer.
374 If said notice is not timely received, Buyer shall have waived any right to terminate under this provision.

375 **10.6. Buyer Disclosure.** Buyer represents that Buyer Does Does Not need to sell and close a property to complete
376 this transaction. **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 25).
377 **10.7. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
378 acknowledge receipt of a copy of **Seller's Property Disclosure** or **Source of Water Addendum** disclosing the source of
379 potable water for the Property. Buyer Does Does Not acknowledge receipt of a copy of the current well permit. There
380 is **No Well**.

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

384 **11. METHAMPHETAMINE LABORATORY DISCLOSURE (Residential Property Only).** The parties acknowledge that
385 Seller is required to disclose whether Seller knows that the Property, if residential, was previously used as a methamphetamine
386 laboratory. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are
387 fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or
388 industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. If Buyer's test results indicate
389 that the Property has been used as a methamphetamine laboratory, but has not been remediated to meet the standards established by
390 rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S., Buyer shall promptly give written notice to Seller
391 of the results of the test, and Buyer may terminate this Contract.

392 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the
393 **Closing Date** (§ 2.3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by
394 _____

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

- 400 **13.1.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by
401 Buyer in accordance with **Title Review** (§ 8.1),
402 **13.2.** distribution utility easements (including cable TV),
403 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge
404 and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review**
405 (§ 8.3),
406 **13.4.** inclusion of the Property within any special taxing district,
407 **13.5.** other _____

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

410 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

- 411 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be
412 paid at Closing, except as otherwise provided herein.
413 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and documents required by
414 Closing Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or
415 reasonably required documents at or before Closing.
416 **15.3. Closing Services Fee.** The fee for real estate Closing services shall be paid at Closing by Buyer Seller One-half
417 **by Buyer and One-half by Seller** Other _____
418 **15.4. Closing Instructions.** The Colorado Real Estate Commission's Closing Instructions Are Are Not executed with this
419 Contract. Upon execution, Seller Buyer shall deliver such Closing Instructions to the Closing Company.
420 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status
421 Letter) shall be paid by Buyer Seller One-half by Buyer and One-half by Seller. Any fees incident to the transfer
422 from Seller to Buyer assessed by the Association (Association's Transfer Fee) shall be paid by Buyer Seller One-half
423 **by Buyer and One-half by Seller.**
424 **15.6. Local Transfer Tax.** The local transfer tax of _____ % of the Purchase Price shall be paid at Closing by Buyer
425 Seller One-half by Buyer and One-half by Seller.
426 **15.7. Sales and use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by
427 Buyer Seller One-half by Buyer and One-half by Seller.

428 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:

429 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on **Taxes for the**
430 **Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation** **Other**
431 _____

432 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued.** Security deposits held by Seller shall be credited to
433 Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.

434 **16.3. Association Assessments.** Current regular Association assessments and Association dues (Association Assessments) paid
435 in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
436 maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents.
437 Any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon

438 shall be the obligation of Seller. Any other special assessment assessed prior to **Closing Date** (§ 2.3) by the Association shall be
439 the obligation of **Buyer** **Seller**. Seller represents that the Association Assessments are currently payable at \$ _____
440 per _____ and that there are no unpaid regular or special assessments against the Property except the current
441 regular assessments and

442 _____
443 Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the
444 Association to deliver to Buyer before **Closing Date** (§ 2.3) a current Status Letter.

445 **16.4. Other Prorations.** Water and sewer charges; interest on any continuing loan, and

446 _____
447 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

448 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2.3), subject
449 to the following leases or tenancies:

450 _____
451 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable
452 to Buyer for payment of \$ _____ per day (or any part of a day) from the **Possession Date** and **Possession Time** (§ 2.3)
453 until possession is delivered.

454 Buyer **Does** **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

455 **18. ASSIGNABILITY AND INUREMENT.** This Contract **Shall** **Shall Not** be assignable by Buyer without Seller's prior
456 written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal
457 representatives, successors and assigns of the parties.

458 **19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH.** Except as
459 otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this
460 Contract, ordinary wear and tear excepted.

461 **19.1. Casualty Insurance.** In the event the Property or Inclusions are damaged by fire or other casualty prior to Closing in an
462 amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before **Closing Date**
463 (§ 2.3). In the event such damage is not repaired within said time or if the damages exceed such sum, this Contract may be
464 terminated at the option of Buyer by delivering to Seller written notice of termination on or before Closing. Should Buyer elect to
465 carry out this Contract despite such damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that were
466 received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of
467 any deductible provided for in such insurance policy. Such credit not to exceed the Purchase Price. In the event Seller has not
468 received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the amount
469 of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

470 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property,
471 e.g. heating, plumbing, etc.) fail or be damaged between the date of this Contract and Closing or possession, whichever shall
472 be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of similar size, age and
473 quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion, service or fixture is
474 not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or
475 replacement. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may
476 cover the repair or replacement of some Inclusions. The risk of loss for damage to growing crops by fire or other casualty shall
477 be borne by the party entitled to the growing crops as provided in § 2.1.7 and such party shall be entitled to such insurance
478 proceeds or benefits for the growing crops.

479 **19.3. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the
480 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

484 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest
485 Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not
486 performed or waived as herein provided, there shall be the following remedies:

487 **21.1. If Buyer is in Default:**

488 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money
489 (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover such
490 damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the
491 right to specific performance or damages, or both.

492 **21.1.2. Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to
493 Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the
494 Earnest Money specified in § 4 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and
495 reasonable and (except as provided in §§ 10.4, 19, 21.3, 22, 23), said forfeiture shall be SELLER'S SOLE AND ONLY
496 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
497 performance and additional damages.

498 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
499 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
500 being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

501 **21.3. Costs and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or court shall award
502 to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

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

510 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money
511 as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest
512 Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest
513 Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into
514 a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer
515 and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller),
516 containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Earnest Money Holder's notice to the parties, Earnest
517 Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of
518 the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money
519 pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 22).

520 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the
521 parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22 and 23.

522 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
523 Commission.)

524 **26. ATTACHMENTS.** The following are a part of this Contract:

525 _____
526 _____
527 Note: The following disclosure forms **are attached** but are **not** a part of this Contract:

528 _____
529 **27. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to
530 exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5) and **Property**
531 **Disclosure, Inspection, Indemnity, Insurability, Buyer Disclosure and Source of Water** (§ 10).

532 **28. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire Contract between the parties
533 relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated
534 into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or
535 enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be
536 performed after termination or Closing shall survive the same.

537 **29. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual knowledge, the
538 Property **IS** **IS NOT** in foreclosure. In the event this transaction is subject to the provisions of the Colorado Foreclosure
539 Protection Act (the Act) (i.e., generally the Act requires that the Property is residential, in foreclosure, and Buyer does not reside in it
540 for at least 1 year), a different contract that complies with the provisions of the Act is required, and this Contract shall be void and of
541 no effect unless the Foreclosure Property Addendum is executed by all parties concurrent with the signing of this Contract. The parties
542 are further advised to consult with their own attorney.

543 **30. NOTICE, DELIVERY AND CHOICE OF LAW.**

544 **30.1. Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and except as
545 provided in § 30.2, all notices must be in writing. Any notice to Buyer shall be effective when physically received by Buyer, any
546 individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice to Seller shall be
547 effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker
548 working with Seller.

549 **30.2. Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered in
550 electronic form by the following indicated methods only: **Facsimile** **E-mail** **No Electronic Delivery.** Documents with
551 original signatures shall be provided upon request of any party.

552 **30.3 Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with
553 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located
554 in Colorado.

555 **31. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing by Buyer and Seller,
556 as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 30.1 or before
557 **Acceptance Deadline Date** (§ 2.3) and **Acceptance Deadline Time** (§ 2.3). If accepted, this document shall become a contract
558 between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a
559 copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

560 _____
561 _____

BUYER _____ DATE _____

BUYER _____ DATE _____

562 Email Address: _____

563

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

565

SELLER _____ DATE _____
A D

SELLER _____ DATE _____
M I
N I
S

566 Email Address: _____

567

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

569 Initials only of party (Buyer or Seller) who countered or rejected offer _____

570

571 END OF CONTRACT TO BUY AND SELL REAL ESTATE

572

573 BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

574 (To be completed by Broker working with Buyer)

575

576 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract,
577 agrees to cooperate upon request with any mediation concluded under § 12.

578

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

580 This is a Change of Status.

581

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

583 Other _____

584 Brokerage Firm's Name:

Prestige Real Estate Group II, LLC
1745 Shea Center Drive
Suite 100
Highlands Ranch, CO 80129

By: _____

Signature Administrator

Date

585 Email Address: _____

PREPARED BY: Administrator, Administrator

CBS1-8-07, Contract to Buy and Sell Real Estate (All Types of Properties) with Closing Instructions. Colorado Real Estate Commission
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586
587 **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

588 (To be completed by Broker working with Seller)

589
590 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract,
591 agrees to cooperate upon request with any mediation concluded under § 22.

592
593 Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction. This is a **Change of Status**.

594
595 Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** _____

596
597 Date: _____

598 Brokerage Firm's Name: _____

599 Broker's Name: _____

600
601 _____
602 Address: _____

603
604 Phone No.: _____

605 Fax No.: _____

606 Email Address: _____

607
608 _____
609 The following Closing Instructions are **not** part of the Contract to Buy and Sell Real Estate.

610
611 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
612 (CL8-8-07) (Mandatory 1-08)

613
614 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND**
615 **TAX OR OTHER COUNSEL BEFORE SIGNING.**

616
617 **CLOSING INSTRUCTIONS**

618
619 _____
620 Date: _____

621 **1. PARTIES, PROPERTY.**

622 _____

_____, Seller, and

623 _____

_____, Buyer, engage _____, Closing Company, who agrees to provide closing and settlement

624 services in connection with the Closing of the transaction for the sale and purchase of the property known as No. _____

625
626 Street Address _____ City _____ State _____ Zip _____

627 and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any
628 counterproposals and amendments (Contract).

629
630 **2. INFORMATION, PREPARATION.** Closing Company is authorized to obtain any information necessary for the Closing.
631 Closing Company agrees to prepare, deliver, and record those documents (excluding legal documents) that are necessary to carry out
632 the terms and conditions of the Contract.

633
634 **3. CLOSING FEE.** Closing Company will receive a fee not to exceed \$ _____ for providing these closing and
635 settlement services.

636
637 **4. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to
638 receipt and disbursement of Good Funds, except as provided in § 8 and 9.

639
640 **5. DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be
641 separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that
642 no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.

PREPARED BY: Administrator, Administrator

CBS1-8-07, Contract to Buy and Sell Real Estate (All Types of Properties) with Closing Instructions. Colorado Real Estate Commission
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6. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated:
 Cashier's Check, at Seller's expense **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense **Closing Company's** trust account check.

7. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

8. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

9. EARNEST MONEY DISPUTE. Closing Company shall comply with the provisions of § 23 of the Contract incorporated herein by reference.

10. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

11. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

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

13. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

14. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

15. NOTICE, DELIVERY, AND CHOICE OF LAW.

15.1. Physical Delivery. Except as provided in § 152, all notices must be in writing. Any notice to Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

15.2. Electronic Delivery. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: **Facsimile** **Email** **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

15.3. Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

BUYER _____

BUYER _____

S
A
M
P
L
E
DATE
DATE

Email Address: _____

SELLER _____ DATE _____

SELLER _____ DATE _____

Email Address: _____

689

690 Date: _____

691 Closing Company's Name: _____

692

693 _____

694 _____ Authorized Signature _____ Title _____

695 Address: _____

696 _____

697 Phone No.: _____

698 Fax No.: _____

699 Email Address: _____

700

701 _____

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

702 _____

703 _____ (Broker) Working with Seller

704 Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ _____

705 at the sole expense of Broker, the following legal documents:

706 Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate Commission

707 approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the

708 terms and conditions of the Contract.

709

710 The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for

711 the accuracy of the above documents.

712

713 Date: _____

714 Brokerage Firm's Name: _____

715 Broker's Name: _____

716

717 _____

718 _____ Broker's Signature

719

720 Date: _____

721 Closing Company's Name: _____

722

723 _____

724 _____ Authorized Signature _____ Title _____

PREPARED BY: Administrator, Administrator

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Buyer(s) _____