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(CBS4-5-19) (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
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached**

Date: _____

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. Oread Acquisitions, LLC, a Colorado limited liability company _____ (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** _____.

2.2. No Assignability. Buyer may assign its rights and obligations in this Contract to an entity under common control as Buyer. Otherwise, any assignment by either Buyer or Seller may require the non-assigning party's prior written consent.

2.3. Seller. City and County of Denver Department of Aviation _____ (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 _____, Colorado:

See Exhibit A

known as No. 2545 Kenton Street and 10851 East 25th Avenue Aurora CO 80010____,
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).

52 3. DATES, DEADLINES AND APPLICABILITY.

53 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	A. \$85,000.00 due at Buyer execution of Contract. B. \$85,000.00 due 3 Business Days following City Council approval of Contract
		Title	
2	§ 8.1, 8.4	Record Title Deadline	10 Business Days following City Council approval of Contract
3	§ 8.2, 8.4	Record Title Objection Deadline	N/A
4	§ 8.3	Off-Record Title Deadline	N/A
5	§ 8.3	Off-Record Title Objection Deadline	N/A
6	§ 8.5	Title Resolution Deadline	N/A
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	10 Business Days following City Council approval of Contract
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A
18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	
		Appraisal	
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	N/A – Provided with RFO documents
24	§ 9.3	New ILC or New Survey Objection Deadline	N/A
25	§ 9.3	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	45 days following BEC
27	§ 10.3	Inspection Termination Deadline	45 days following BEC
28	§ 10.3	Inspection Resolution Deadline	45 days following BEC
29	§ 10.5	Property Insurance Termination Deadline	N/A
30	§ 10.6	Due Diligence Documents Delivery Deadline	N/A
31	§ 10.6	Due Diligence Documents Objection Deadline	N/A
32	§ 10.6	Due Diligence Documents Resolution Deadline	N/A
33	§ 10.6	Environmental Inspection Termination Deadline	N/A
34	§ 10.6	ADA Evaluation Termination Deadline	N/A
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1,11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A

Closing and Possession			
39	§ 12.3	Closing Date	The later of: (i) 5 days after the Inspection Termination Deadline; or (ii) 15 days after the Denver Mayor executes this Contract
40	§ 17	Possession Date	Immediately following Closing
41	§ 17	Possession Time	N/A
42	§ 28	Acceptance Deadline Date	N/A
43	§ 28	Acceptance Deadline Time	N/A

54 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
55 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline
56 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
57 a selection of “None”, such provision means that “None” applies.

58 The abbreviation “BEC” (Buyer’s execution of this Contract) means the date upon which the Buyer has signed this Contract.

59 **4. PURCHASE PRICE AND TERMS.**

60 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 1,700,000.00	
2	§ 4.3	Earnest Money		\$ 170,000.00
3	§ 4.5	New Loan		\$ N/A
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		\$ 1,530,000.00
10		TOTAL	\$	\$ 1,700,000.00

61 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller
62 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
63 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
64 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
65 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
66 elsewhere in this Contract.

67 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a ___ wire _____, will
68 be payable to and held by Land Title Company _____ (Earnest Money Holder), in its
69 trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless
70 the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest
71 Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money
72 Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable
73 housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited
74 with the Earnest Money Holder in this transaction will be transferred to such fund.

75 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
76 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

77 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
78 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
79 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
80 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
81 within three days of Seller’s receipt of such form.

82 **4.4. Form of Funds; Time of Payment; Available Funds.**

83 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
84 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
85 check, savings and loan teller's check and cashier's check (Good Funds).

86 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
87 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
88 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, **Does**
89 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
90 in § 4.1.

91 **4.5. New Loan.**

92 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
93 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

94 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
95 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional
96 Provisions).

97 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
98 **Conventional** **Other** N/A.

100 **TRANSACTION PROVISIONS**

101 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

102 **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
103 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
104 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

105 **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
106 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
107 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right
108 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's
109 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised
110 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**
111 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**
112 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

113 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
114 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
115 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
116 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
117 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
118 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
119 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
120 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
121 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

122 **6. APPRAISAL PROVISIONS.**

123 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
124 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
125 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
126 valued at the Appraised Value.

127 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
128 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

129 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
130 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
131 **Objection Deadline**, notwithstanding § 8.3 or § 13:

132 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
133 or
134

135 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
136 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

137 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
138 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
139 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
140 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

141 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
142 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
143 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
144 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
145 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
146 waived in writing by Buyer.

147 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by **Buyer**
148 **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
149 agent or all three.

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

151 **8.1. Evidence of Record Title.**

152 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company
153 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,
154 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this
155 box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and
156 delivered to Buyer as soon as practicable at or after Closing.

157 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company
158 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a
159 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

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

161 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
162 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
163 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
164 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
165 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
166 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.

167 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
168 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
169 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
170 § 8.5 (Right to Object to Title, Resolution).

171 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
172 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
173 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
174 Documents).

175 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
176 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
177 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
178 party or parties obligated to pay for the owner's title insurance policy.

179 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
180 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

181 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
182 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
183 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
184 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
185 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
186 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
187 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
188 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
189 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
190 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

191 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
192 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
193 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
194 as satisfactory.

195 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
196 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
197 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
198 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
199 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
200 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
201 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
202 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
203 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
204 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
205 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
206 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,
207 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
208 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
209 Buyer has actual knowledge.

210 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
211 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
212 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

213 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
214 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
215 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
216 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
217 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
218 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
219 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
220 after Buyer's receipt of the applicable documents; or

221 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
222 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

223 **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
224 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
225 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
226 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
227 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
228 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

229 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
230 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
231 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
232 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
233 laws and governmental regulations concerning land use, development and environmental matters.

234 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
235 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
236 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
237 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
238 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
239 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
240 **GAS OR WATER.**

241 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
242 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
243 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
244 **RECORDER.**

245 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
246 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**

247 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
248 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

249 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
250 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
251 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
252 AND GAS CONSERVATION COMMISSION.

253 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
254 not covered by the owner’s title insurance policy.

255 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
256 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

257 9. NEW ILC, NEW SURVEY.

258 9.1. New ILC or New Survey. If the box is checked, a: 1) New Improvement Location Certificate (New ILC); or,
259 2) New Survey in the form of ALTA _____; is required and the following will
260 apply:

261 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
262 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
263 after the date of this Contract.

264 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
265 Closing, by: Seller Buyer or:
266
267

268 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
269 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New
270 ILC or New Survey Deadline.

271 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor
272 to all those who are to receive the New ILC or New Survey.

273 9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
274 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
275 Survey Objection Deadline. Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to
276 Seller incurring any cost for the same.

277 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

280 10.1. Seller’s Property Disclosure. On or before Seller’s Property Disclosure Deadline, Seller agrees to deliver to Buyer
281 the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller
282 to Seller’s actual knowledge and current as of the date of this Contract.

283 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer
284 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
285 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
286 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing
287 or five days after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
288 Seller is conveying the Property to Buyer in an “As Is” condition, “Where Is” and “With All Faults.”

289 10.3. Inspection. Buyer may inspect the geotechnical condition of the Property at Buyer’s expense by boring holes in the
290 ground and meet with representatives at the City of Aurora to determine the development potential of the Property, and, in Buyer’s
291 sole subjective discretion, Buyer may:

292 10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written
293 description of any unsatisfactory condition that Buyer requires Seller to correct; or

294 10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1,
295 that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of
296 Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

297 10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection
298 Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline,
299 this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer’s written withdrawal of the Inspection

300 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline.**

301 **10.6. Due Diligence.**

302 **10.6.1.14.** Other documents and information:

303
304 Documents provided by Seller through RFO process.
305

306

CLOSING PROVISIONS

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

308 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
309 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
310 obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a
311 timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any
312 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
313 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

314 **12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions **Are** **Are Not** executed with this
315 Contract.

316 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
317 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by mutual agreement
318 of the parties in coordination with the City’s requirements _____.

319 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
320 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

323 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative’s deed
324 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
325 sufficient special warranty deed to Buyer, at Closing.

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

328 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
329 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
330 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
331 Seller from the proceeds of this transaction or from any other source.

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

333 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
334 to be paid at Closing, except as otherwise provided herein.

335 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by **Buyer** **Seller**
336 **One-Half by Buyer and One-Half by Seller** **Other** _____.

337 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
338 **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller.**

339 **15.8. FIRPTA and Colorado Withholding.**

340 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller’s proceeds be
341 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
342 amount of the Seller’s tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
343 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
344 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
345 requested documents to verify Seller’s foreign person status. If withholding is required, Seller authorizes Closing Company to
346 withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to determine if withholding applies or
347 if an exemption exists.

348 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller’s proceeds
349 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to

350 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
 351 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
 352 tax advisor to determine if withholding applies or if an exemption exists.

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

355 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the
 356 year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most**
 357 **Recent Assessed Valuation**, **Other** _____.

358 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

359 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
 360 Leases as set forth in § 10.6.1.7.

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

364

GENERAL PROVISIONS

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

366 **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
 367 (Standard or Daylight Savings, as applicable).

368 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after BEC), when the
 369 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
 370 federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday,
 371 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

375 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
 376 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
 377 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
 378 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
 379 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
 380 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
 381 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
 382 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
 383 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
 384 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
 385 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
 386 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
 387 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

388 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
 389 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
 390 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
 391 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
 392 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
 393 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
 394 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
 395 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
 396 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
 397 Closing.

398 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
 399 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
 400 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's

401 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
 402 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
 403 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

404 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
 405 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

406 **19.5. Home Warranty. [Intentionally Deleted]**

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

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

414 **21.1. If Buyer is in Default:**

415 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
 416 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
 417 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
 418 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

419 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked.** Seller may
 420 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
 421 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
 422 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
 423 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
 424 additional damages.

425 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
 426 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
 427 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

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

437 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 438 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 439 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 440 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 441 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 442 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 443 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 444 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 445 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
 446 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 447 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

448 **25. TERMINATION.**

449 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 450 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 451 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or

452 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
453 and waives the Right to Terminate under such provision.

454 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
455 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

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

463 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
464 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
465 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
466 received by the party, not Broker or Brokerage Firm).

467 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
468 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
469 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
470 at the electronic address of the recipient by facsimile, email or _____.

471 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
472 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
473 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

474 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
475 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
476 located in Colorado.

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

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

486 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

487 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
488 Commission.)
489

490 30.1 The following provisions are deemed included in this Contract.

491 30.2 **Broker Commissions.** Seller has engaged CBRE as its broker in this sale. Seller will not pay any broker commission to
492 any Buyer’s broker.

493 30.3 **Due Diligence Documents Provided by Seller.** In the Request for Offers issued by Seller, Seller provided Offerors with a
494 number of Due Diligence documents. Seller makes no representations and warranties regarding the completeness or accuracy of
495 those Due Diligence Documents, and has provided them to Offers, including Buyer, for informational purposes only.

496 30.4 **Environmental Matters and Property Condition.** This section shall govern environmental matters related to
497 the Property and this transaction.

498 30.4.1 Buyer acknowledges and agrees (i) that it is satisfied with the environmental condition of the Property based upon its review
499 of the Due Diligence Documents provided by Seller, and (ii) that it waives and releases now and forever any and all claims or causes
500 of action whatsoever, legal or equitable, known and unknown, Buyer has or may in the future have against Seller, its officers,
501 employees, elected officials, agents, representatives, successors and assigns (collectively, the "Releasees") based upon the
502 environmental condition of the Property, regardless whether the claim or cause of action is hereafter created under common law or
503 federal, state, county or municipal statute, ordinance or regulation, including, without limitation, such statutes, ordinances and
504 regulations relating to Hazardous Materials and the use, generation, handling, storage, disposal and/or remediation thereof, including
505 without limitations the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), also
506 known as the Superfund law. As used herein, "environmental condition" means any condition, character or quality of the Property
507 and its environs, including, without limitation, the environmental condition of the said premises, regardless whether that condition
508 resulted or in the future results from onsite or offsite activities of any one or more releasees or any third party, or the condition
509 migrated from or onto the Property. As used herein, "Hazardous Materials" means "Hazardous Material", "Hazardous Substance,"
510 "Hazardous Waste", "Toxic Substance", "Pollutant" or Contaminant," and "Petroleum" and "Natural Gas Liquids," or terms of
511 similar meaning, as those terms are defined or used in Section 101 of CERCLA or any other federal, state or local law, statute,
512 ordinance, rule or regulation applicable to the Property, including any amendment of any of the foregoing, and any other substances
513 regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, PFAS
514 chemicals, lead, including lead-based paint, asbestos (whether encapsulated or not), urea formaldehyde, radioactive materials,
515 putrescible, and infectious materials..

516 **30.5 Disclaimer.** Notwithstanding anything to the contract in the Contract, and only except as expressly set forth in this
517 Agreement, it is understood and agreed that Seller has not at any time made and is not now making, and it specifically disclaims,
518 any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not
519 limited to, warranties or representations as to (i) matters of title, (ii) environmental matters relating to the Property or any portion
520 thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (iii)
521 geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water
522 reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future
523 faulting, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or
524 underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil
525 conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to
526 landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or
527 protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the
528 availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric,
529 (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, size, description, suitability,
530 title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens,
531 encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the
532 Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations
533 or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground
534 storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any
535 particular purpose, (xvi) the truth, accuracy or completeness of the Property Documents, (xvii) tax consequences, or (xviii) any
536 other matter or thing with respect to the Property.

537
538 30.6 Except as expressly set forth herein, Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer
539 and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS". Except as expressly set forth in this Agreement,
540 Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied
541 warranties, guarantees, statements, representations or information pertaining to the Property (including specifically, without
542 limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any real estate
543 broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally
544 or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as
545 expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the
546 Property. Buyer has been afforded the opportunity to conduct such inspections and investigations of the Property as Buyer deemed
547 necessary, including, but not limited to, the physical and environmental conditions thereof, and Buyer shall rely upon same. Upon
548 Closing, except as otherwise expressly provided herein, Buyer shall assume the risk that adverse matters, including, but not limited
549 to, adverse physical defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's
550 inspections and investigations.

551 **31. OTHER DOCUMENTS.**

552 **31.1.** The following documents **are a part** of this Contract:

553
554 **31.2.** The following documents have been provided but are **not** a part of this Contract:

555
556 Documents provided by Seller through RFO process.
557

**SIGNATURES –See
Separate Signature
Pages**

558
559
560

561
562

563

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 #: _____
Broker’s Name: _____
Broker’s License #: _____

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 #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

564

Contract Control Number: PLANE-202056373-00
Contractor Name: Oread Acquisitions, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

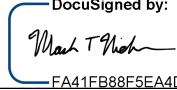
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202056373-00
Oread Acquisitions, LLC

By:  DocuSigned by:
Mark T Nickless
FA41FB88F5EA4DF...

Name: Mark Nickless
(please print)

Title: Authorized Signatory
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

City and County of Denver Contract No. 202056373

Exhibit A – Property Description

PARCEL A:

LOTS 1, 2, 3, 8, 9, 10 AND THE NORTH 25 FEET OF LOT 4 AND THE NORTH 25 FEET OF LOT 7, BLOCK 104, JOHNSON-HICKAM SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

THAT PART OF BLOCK 103, BOSTON HEIGHTS, 2ND FILING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86 WITH THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK TO THE NORTH LINE OF THE SOUTH 301.6 FEET OF SAID BLOCK;

THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, TO THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK;

THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK, TO THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN BOOK 972 AT PAGE 270;

THENCE EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT PAGE 270, TO THE WEST LINE OF A 16-FOOT STRIP THROUGH SAID BLOCK, THE CENTER LINE OF WHICH IS THE NORTH-SOUTH CENTER LINE OF SAID BLOCK;

THENCE EASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 612 AT PAGE 86, TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SAID PROPERTY LYING WITHIN A STRIP OF LAND 8 FEET ON EACH SIDE OF THE NORTH-SOUTH CENTER LINE OF SAID BLOCK; AND

EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THE NORTH 318.4 FEET OF SAID BLOCK; AND

ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF AURORA IN QUIT CLAIM DEED RECORDED JUNE 18, 1951 IN BOOK 422 AT PAGE 366, AND

FURTHER EXCEPTING, THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED
RECORDED DECEMBER 8, 1951 IN BOOK 432 AT PAGE 273,
COUNTY OF ADAMS, STATE OF COLORADO.