

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202	DATE FILED: May 10, 2019 4:03 PM FILING ID: 543F8C9999364 CASE NUMBER: 2018CV33011
Plaintiff: Chris Myklebust, Securities Commissioner for the State of Colorado v. Defendant: Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Attorneys for Receiver: Patrick D. Vellone, #15284 Michael T. Gilbert, #15009 Rachel A. Sternlieb, #51404 ALLEN VELLONE WOLF HELFRICH & FACTOR P.C. 1600 Stout St., Suite 1100 Denver, Colorado 80202 Phone Number: (303) 534-4499 pvellone@allen-vellone.com mgilbert@allen-vellone.com rsternlieb@allen-vellone.com	Case No.: 2018CV33011 Division/Courtroom: 424
RECEIVER'S MOTION FOR ORDER AUTHORIZING SALE OF ESTATE'S INTEREST IN 22 RESIDENTIAL PROPERTIES	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary J. Dragul (“Dragul”), GDA Real Estate Services, LLC, GDA Real Estate Management, LLC, and related entities (collectively, “Dragul and the GDA Entities”), asks the Court to approve the Estate’s sale of its interest in the 22 residential properties identified

below (the “Residential Properties”) pursuant to the April 29, 2019, Contract to Buy and Sell Real Estate (“Sale Contract”) between the Receiver and Chad Hurst (“Buyer”) attached as **Exhibit 1**.

I. Background

1. On August 15, 2018, Gerald Rome, the former Securities Commissioner for the State of Colorado (the “Commissioner”), filed his Complaint for Injunctive and Other Relief against Dragul and the GDA Entities.

2. On August 29, 2018, the Commissioner and Dragul and the GDA Entities filed a Stipulated Motion for Appointment of Receiver consenting to the appointment of a receiver over Dragul and the GDA Entities pursuant to COLO. REV. STAT. § 11-51-602(1), C.R.C.P. 66.

3. On August 30, 2018, the Court entered a Stipulated Order Appointing Receiver (the “Receivership Order”), appointing Harvey Sender of Sender & Smiley, LLC as receiver for Dragul and the GDA Entities, their respective properties and assets, and interests and management rights in related affiliated and subsidiary businesses (the “Receivership Estate” or the “Estate”). Receivership Order at 2, ¶ 5.

4. The Receivership Order grants the Receiver the authority to sell or otherwise dispose of Estate property and obtain Court approval for any sale for greater than \$10,000 (Receivership Order at 12, ¶ 13(t)). The Receivership Order provides that “Court approval of any motion filed by the Receiver shall be given as a

matter of course, unless any party objects . . . within ten (10) days after service by the Receiver or written notice of such request.” Receivership Order at 21, ¶ 34.

5. The Receiver seeks Court authority to sell the Estate’s interest in the 22 Residential Properties listed below for \$575,000 pursuant to the Sale Contract. Upon Court approval, the parties will prepare any additional documents necessary to transfer the Estate’s interest to Buyer and any other documents necessary to consummate the transaction.

II. The Residential Properties

6. The following table lists the 22 Residential Properties the Receiver seeks to sell:

#	PROPERTY ADDRESS	CITY	STATE	ZIP	OWNER
1	1660 N. LaSalle Drive #3909	Chicago	IL	61614	1600 North LaSalle 16, LLC (100% owned by Gary J. Dragul)
2	1660 N. LaSalle Drive, #4205	Chicago	IL	61614	4205 North LaSalle 18, LLC (100% owned by X12 Housing, LLC)
3	5455 Landmark Pl, #509	Greenwood Village	CO	80111	5455 Landmark Place 17, LLC (100% owned by X12 Housing, LLC)
4	5722 S Lansing Court	Englewood	CO	80111	5722 South Lansing 14, LLC (100% owned by X12 Housing, LLC)
5	5788 S Lansing Way	Englewood	CO	80111	5788 South Lansing 17, LLC (100% owned by X12 Housing, LLC)
6	6316 E Fair Avenue	Centennial	CO	80111	6316 East Fair 16, LLC (100% owned by X12 Housing, LLC)
7	7373 E Fremont	Centennial	CO	80112	7373 East Fremont 15, LLC (100% owned by X12 Housing, LLC)
8	7517 E Davies Place	Centennial	CO	80112	7517 East Davies 17, LLC (100% owned by X12 Housing, LLC)
9	7842 E Briarwood Boulevard	Centennial	CO	80112	7842 East Briarwood 16, LLC (100% owned by X12 Housing, LLC)
10	1777 Larimer Street #703	Denver	CO	80202	1777 Larimer 17, LLC (100% owned by X12 Housing, LLC)

#	PROPERTY ADDRESS	CITY	STATE	ZIP	OWNER
11	1777 Larimer Street, #901	Denver	CO	80202	901 Larimer 18, LLC (100% owned by X12 Housing, LLC)
12	891 14th Street, #2417	Denver	CO	80202	891 Fourteenth Street 16, LLC ¹
13	3142 S Leyden Street	Denver	CO	80222	3142 South Leyden 14, LLC (100% owned by X12 Housing, LLC)
14	3555 S Holly Street	Denver	CO	80237	355 South Holly 15, LLC (100% owned by X12 Housing, LLC)
15	3593 S Hudson Street	Denver	CO	80237	3593 South Hudson 17, LLC (100% owned by X12 Housing, LLC)
16	3675 S Hibiscus Way	Denver	CO	80237	3675 South Hibiscus 17, LLC (100% owned by X12 Housing, LLC)
17	41 S Fairway	Beaver Creek	CO	81620	41 South Fairway 17, LLC (100% owned by X12 Housing, LLC)
18	6937 E 6th Street, #1002	Scottsdale	AZ	85215	1002 East Scottsdale 6th 17, LLC (100% owned by X12 Housing, LLC)
19	6937 E 6th Street, #1004	Scottsdale	AZ	85215	1004 East Scottsdale 6th 17, LLC (100% owned by X12 Housing, LLC)
20	6937 E 6th Street, #1005	Scottsdale	AZ	85215	1005 East Scottsdale 6th 17, LLC (100% owned by X12 Housing, LLC)
21	2432 S Newport Street	Denver	CO	80224	Gary Dragul and/or SSC 02, LLC
22	2624 S Oneida Street	Denver	CO	80224	Gary Dragul and/or SSC 02, LLC

7. The first 20 properties are owned by special purpose entities Dragul formed, each of whose sole member is X12 Housing, LLC (“X12”), f/k/a GDA Housing, LLC,² whose sole member is Dragul. X12 is managed by X12 Housing Management, Inc., f/k/a GDA Housing Management, Inc.,³ whose sole shareholder and President is

¹ There are two conflicting March 23, 2017, operating agreements for 891 Fourteenth Street 16, LLC. One shows that X12 Housing owns 100% of the LLC, the other shows that Dragul’s son Spencer, who lives in the condominium, is the sole member.

² On April 17, 2018, Articles of Amendment changing the name of GDA Housing, LLC to X12 Housing, LLC were filed with the Colorado Secretary of State.

³ On April 17, 2018, Articles of Amendment changing the name of GDA Housing Management, Inc. to X12 Housing Management, Inc. was filed with the Colorado Secretary of State.

Dragul. Based on information currently known to the Receiver, properties 21 and 22, above, appear to be owned by SSC 02, LLC (“SSC 02”), an entity owned by Dragul and, purportedly, his three adult children, Spencer, Samuel, and Charli Dragul.⁴ According to SSC 02’s 2016 tax return, the respective ownership interests are: Gary Dragul (71.58%), Spencer Dragul (9.12%), Samuel Dragul (12.33%), and Charli Dragul (6.97%). There is no evidence Dragul’s children contributed any money for their purported ownership interests. Throughout the Receivership, Dragul has represented that the Newport and Oneida properties are property of the Estate the Receiver may sell.⁵ Therefore, the Residential Properties are property of the Estate the Receiver is authorized to sell.

III. The proposed sale is in the best interests of the Estate and its creditors.

8. The Receivership Order grants the Receiver the authority to sell or otherwise dispose of Estate property and obtain Court approval for any sale for greater than \$10,000 (Receivership Order at 12, ¶ 13(t)).

9. There exists little Colorado authority with respect to factors the Court should consider regarding whether to approve a Receiver’s proposed sale. In analogous bankruptcy contexts, approval of a sale of property pursuant to Section 363 of the Bankruptcy Code is warranted where there exists a “sound business

⁴ Initially, Mr. Dragul misrepresented that SSC 02 was owned entirely by his three children.

⁵ Despite repeated demands, Dragul has refused to provide any documents concerning SSC 02 or an accounting of its assets and activity.

reason.” *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983). “In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a ‘business judgment test.’” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999).

10. Factors bearing on whether a sound business reason or purpose supports a proposed sale of estate property in the bankruptcy context include (where applicable): (1) the proportionate value of the asset to the estate as a whole; (2) the amount of elapsed time since the filing; (3) the likelihood that a plan of reorganization will be proposed and confirmed in the near future; (4) the effect of the proposed disposition on the future plans of reorganization; (5) the proceeds to be obtained from the disposition vis-à-vis any appraisals of the property; (6) which of the alternatives of use, sale or lease the proposal envisions; and (7) most importantly perhaps, whether the asset is increasing or decreasing in value. *In re Medical Software Solutions*, 286 B.R. 431, 441 (Bankr. D. Utah 2002) (quoting *Lionel*, 722 F.2d at 1071) (emphasis omitted). Bankruptcy courts are granted considerable discretion in evaluating proposed sales. *Montgomery Ward*, 242 B.R. at 153; see *Moldo v. Clark (In re Clark)*, 266 B.R. 163, 168 (B.A.P. 9th Cir. 2001) (recognizing that “[r]ulings on motions to sell property of the estate other than in the ordinary course of business pursuant to section 363 are reviewed for abuse of discretion”).

11. In the Receiver's judgment, the proposed sale is in the best interest of the Estate and its creditors. Each of the Residential Properties was purchased by Dragul, either individually or through the various SPEs, over the course of the past several years as set forth below:

#	PROPERTY ADDRESS	CITY	STATE	ZIP	PURCHASE DATE	PURCHASE PRICE
1	1660 N. LaSalle Drive #3909	Chicago	IL	61614	2/13/2017	\$314,500
2	1660 N. LaSalle Drive, #4205	Chicago	IL	61614	4/17/2018	\$307,000
3	5455 Landmark Pl, #509	Greenwood Village	CO	80111	4/28/2017	\$650,000
4	5722 S Lansing Court	Englewood	CO	80111	10/10/2014	\$371,000
5	5788 S Lansing Way	Englewood	CO	80111	12/29/2017	\$450,000
6	6316 E Fair Avenue	Centennial	CO	80111	6/23/2016	\$444,450
7	7373 E Fremont	Centennial	CO	80112	4/30/2015	\$329,000
8	7517 E Davies Place	Centennial	CO	80112	2/07/2017	\$380,000
9	7842 E Briarwood Boulevard	Centennial	CO	80112	6/10/2016	\$385,000
10	1777 Larimer Street #703	Denver	CO	80202	12/06/2017	\$441,500
11	1777 Larimer Street, #901	Denver	CO	80202	3/23/2018	\$460,000
12	891 14th Street, #2417	Denver	CO	80202	4/28/2017	\$654,000
13	3142 S Leyden Street	Denver	CO	80222	5/13/2015	\$405,000
14	3555 S Holly Street	Denver	CO	80237	12/09/2015	\$619,230
15	3593 S Hudson Street	Denver	CO	80237	10/06/2017	\$515,000
16	3675 S Hibiscus Way	Denver	CO	80237	7/17/2015	\$460,000
17	41 S Fairway	Beaver Creek	CO	81620	9/19/2017	\$2,100,000
18	6937 E 6th Street, #1002	Scottsdale	AZ	85215	6/07/2017	\$414,000
19	6937 E 6th Street, #1004	Scottsdale	AZ	85215	6/20/2017	\$420,000
20	6937 E 6th Street, #1005	Scottsdale	AZ	85215	7/06/2017	\$385,000
21	2432 S Newport Street	Denver	CO	80224	12/01/2006	\$289,500
22	2624 S Oneida Street	Denver	CO	80224	5/29/2007	\$260,500

12. Many of the first mortgages carry high interest rates. A number of the loans have matured, are accruing default interest of between 18-24%, and several lenders have commenced or threatened foreclosures. If the Receiver were able stave off foreclosure and ultimately sell the Residential Properties individually for their currently estimated fair market value, the Estate's net return would not likely exceed the proposed \$575,000 purchase price. Selling the Residential Properties individually would require the Estate to pay brokers' commissions of 5.5% (approximately \$739,080) and estimated closing costs of 1.5% (approximately \$246,360). After paying the first and second mortgages, the estimated return to the Estate might at best net about \$650,000.

#	PROPERTY	Zip	Est. FMV	1st DOT	2nd DOT	RE Comm'n (6.0%)	Closing Costs (2.0%)	Est. Equity
1	1660 N. LaSalle Drive #3909, Chicago, Il	61614	\$298,898	(\$273,867)		(\$17,934)	(\$5,978)	\$1,119
2	1660 N. LaSalle Drive, #4205, Chicago, Il	61614	\$307,000	(\$279,794)		(\$18,420)	(\$6,140)	\$2,646
3	5455 Landmark Pl, #509, Greenwood Village, CO	80111	\$727,400	(\$601,530)		(\$43,644)	(\$14,548)	\$67,678
4	5722 S Lansing Court Englewood, CO	80111	\$491,000	(\$326,938)	(\$96,985)*6	(\$29,460)	(\$9,820)	\$27,797
5	5788 S Lansing Way Englewood, CO	80111	\$470,000	(\$408,889)		(\$28,200)	(\$9,400)	\$23,511
6	6316 E Fair Avenue Centennial, CO	80111	\$525,000	(\$408,743)		(\$31,500)	(\$10,500)	\$74,257
7	7373 E Fremont Centennial, CO	80112	\$400,000	(\$297,979)	(\$59,097)*	(\$24,000)	(\$8,000)	\$10,924
8	7517 E Davies Place Centennial, CO	80112	\$450,000	(\$341,701)	(\$50,610)*	(\$27,000)	(\$9,000)	\$21,690

⁶ The eleven second deeds of trust that are asterisked are held by an affiliate of the Buyer, WBF/CT Associates, LLC. Ten of those seconds (all except the second on the 41 S. Fairway, Beaver Creek property) are subject to a Court approved agreement between the Estate and WBF/CT pursuant to which WBF/CT would receive 70% of any net sale proceeds. See Court's November 1, 2018, Order on Motion to Approve Settlement Agreement with WBF/CT Associates, LLC. The amount of the seconds listed in the table for those ten properties is an estimate of the amount that would be owed to WBF/CT under that agreement.

#	PROPERTY	Zip	Est. FMV	1st DOT	2nd DOT	RE Comm'n (6.0%)	Closing Costs (2.0%)	Est. Equity
9	7842 E Briarwood Boulevard Centennial, CO	80112	\$480,200	(\$350,964)		(\$28,812)	(\$9,604)	\$90,820
10	1777 Larimer Street #703 Denver, CO	80202	\$460,000	(\$400,220)		(\$27,600)	(\$9,200)	\$22,980
11	1777 Larimer Street, #901, Denver, CO	80202	\$470,000	(\$414,600)		(\$28,200)	(\$9,400)	\$17,800
12	891 14th Street, #2417 Denver, CO	80202	\$572,000	(\$594,930)		(\$34,320)	(\$11,440)	(\$68,690)
13	3142 S Leyden Street Denver, CO	80222	\$540,000	(\$342,224)	(\$118,320)*	(\$32,400)	(\$10,800)	\$36,256
14	2432 S Newport Street Denver, CO	80224	\$506,500	(\$190,907)	(\$43,405)	(\$30,390)	(\$10,130)	\$231,668
15	2624 S Oneida Street Denver, CO	80224	\$470,000	(\$175,207)		(\$28,200)	(\$9,400)	\$257,193
16	3555 S Holly Street Denver, CO	80237	\$575,000	(\$418,631)	(\$89,786)*	(\$34,500)	(\$11,500)	\$20,583
17	3593 S Hudson Street Denver, CO	80237	\$520,000	(\$467,367)	(\$7,723)*	(\$31,200)	(\$10,400)	\$3,310
18	3675 S Hibiscus Way Denver, CO	80237	\$560,000	(\$403,233)	(\$90,405)*	(\$33,600)	(\$11,200)	\$21,562
19	41 S Fairway Beaver Creek, CO	81620	\$2,145,000	(\$1,824,997)	(\$400,000)*	(\$128,700)	(\$42,900)	(\$251,597)
20	6937 E 6th Street, #1002 Scottsdale, AZ	85215	\$450,000	(\$380,413)	(\$23,511)*	(\$27,000)	(\$9,000)	\$10,076
21	6937 E 6th Street, #1004 Scottsdale, AZ	85215	\$450,000	(\$376,797)	(\$26,042)*	(\$27,000)	(\$9,000)	\$11,161
22	6937 E 6th Street, #1005 Scottsdale, AZ	85215	\$450,000	(\$353,765)	(\$42,164)*	(\$27,000)	(\$9,000)	\$18,070
TOTALS			\$12,317,998	(\$9,633,694)	(\$1,048,048)	(\$739,080)	(\$246,360)	\$650,816

13. These estimates do not account for the continued accrual of default interest, unpaid taxes, other unknown liens, or the administrative costs (attorneys' fees, Receiver fees, expenses) that the Estate would incur selling the Residential Properties individually.

14. The Sale Contract prohibits Dragul or any Dragul Entity from having any ownership or ongoing management interest in any of the Residential Properties and from receiving any compensation arising from the proposed transaction or the Residential Properties. See **Exhibit 1**, at 25, ¶ 5. Five of the Residential Properties are presently occupied or otherwise available to Dragul family members. See **Exhibit**

1, at 60. The Sale Contract allows Buyer, at his discretion, to continue to allow Dragul family members to occupy those properties or to transfer those properties to Dragul family members based on terms and conditions Buyer deems appropriate.

15. For these reasons, the Receiver believes the proposed sale is in the best interest of the Estate and its creditors.

WHEREFORE, the Receiver asks the Court to enter an Order approving the Sale Contract and authorizing the Receiver to take all actions and execute all further documents necessary to consummate the transaction.

Dated: May 10, 2019.

ALLEN VELLONE WOLF HILFRICH & FACTOR P.C.


By: /s/ Rachel A. Sternlieb

Patrick D. Vellone, #15284

Michael T. Gilbert, #15009

Rachel A. Sternlieb, #51404

ATTORNEYS FOR THE RECEIVER

CERTIFICATE OF SERVICE

I certify that on May 10, 2019, I served a true and correct copy of the foregoing **RECEIVER'S MOTION FOR ORDER AUTHORIZING SALE OF ESTATE'S INTEREST IN 22 RESIDENTIAL PROPERTIES** via CCE to the following:

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***Counsel for WBF CT Associates,
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By: /s/ Terri M. Novoa
Terri M. Novoa



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

DATE FILED: May 10, 2019 4:03 PM
FILING ID: 543F8C9999364
CASE NUMBER: 2018CV33011

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

1-4 Units Larger than 1-4 Units

Date: 4/29/2019

AGREEMENT

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

2. **PARTIES AND PROPERTY.**

2.1. Buyer. Buyer, **Chad Hurst** (Buyer) will take title to the Property described below as

Joint Tenants Tenants In Common Other severalty.

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

2.3. Seller. **Harvey Sender, in his capacity as RECEIVER of the Gary Dragul Receivership Estate** (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 attached.

known as No. , CO ,

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

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

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except .

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

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

Initials CH

71 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking
 72 facilities: ; and the use or ownership of the following storage facilities:
 73

74 As per legal description..

75 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
 76 investigate.
 77

78 **2.6. Exclusions.** The following items are excluded (Exclusions): Tenants' personal property.
 79

80 **2.7. Water Rights/Well Rights.**

81 **2.7.1. Deeded Water Rights.** The following legally described water rights:
 82

83 Any deeded water rights will be conveyed by a good and sufficient deed at Closing.
 84

85 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in
 86 §§ 2.7.1, 2.7.3, 2.7.4, will be transferred to Buyer at Closing:
 87

88 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well.
 89 Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water
 90 Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in
 91 Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water
 92 Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing
 93 well form for the well and pay the cost of registration. If no person will be providing a closing service in
 94 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The
 95 Well Permit # is .
 96

97 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are
 98 as follows:
 99

100 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other
 101 Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey
 102 such rights to Buyer by executing the applicable legal instrument at Closing.
 103

104 **3. DATES, DEADLINES AND APPLICABILITY.**

105 **3.1 Dates and Deadlines.**
 106

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

140 Initials CSG

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15	§ 5.3	Disapproval of Buyer's Credit Information Deadline		
16	§ 5.4	Existing Loan Deadline		
17	§ 5.4	Existing Loan Termination Deadline		
18	§ 5.4	Loan Transfer Approval Deadline		
19	§ 4.7	Seller or Private Financing Deadline		
		Appraisal		
20	§ 6.2	Appraisal Deadline		
21	§ 6.2	Appraisal Objection Deadline		
22	§ 6.2	Appraisal Resolution Deadline		
		Survey		
23	§ 9.1	New ILC or New Survey Deadline		
24	§ 9.3	New ILC or New Survey Objection Deadline		
25	§ 9.3	New ILC or New Survey Resolution Deadline		
		Inspection and Due Diligence		
26	§ 10.3	Inspection Objection Deadline		
27	§ 10.3	Inspection Termination Deadline		
28	§ 10.3	Inspection Resolution Deadline		
29	§ 10.5	Property Insurance Termination Deadline		
30	§ 10.6	Due Diligence Documents Delivery Deadline		
31	§ 10.6	Due Diligence Documents Objection Deadline		
32	§ 10.6	Due Diligence Documents Resolution Deadline		
33	§ 10.6	Environmental Inspection Termination Deadline		
34	§ 10.6	ADA Evaluation Termination Deadline		
35	§ 10.7	Conditional Sale Deadline		
36	§ 10.10	Lead-Based Paint Termination Deadline		
37	§ 11.1, 11.2	Estoppel Statements Deadline		
38	§ 11.3	Estoppel Statements Termination Deadline		
		Closing and Possession		
39	§ 12.3	Closing Date	<i>5 days from Court Approval</i>	
40	§ 17	Possession Date	<i>Delivery of Deeds</i>	
41	§ 17	Possession Time	<i>Delivery of Deeds</i>	
42	§ 28	Acceptance Deadline Date	<i>5/1/2019</i>	<i>Wednesday</i>
43	§ 28	Acceptance Deadline Time	<i>5:00 pm MST</i>	
44				
45				

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

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

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

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4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$575,000.00	
2	§ 4.3	Earnest Money		\$100,000.00
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8		(\$575,000 NET to Seller)		
9	§ 4.4	Cash at Closing		\$475,000.00
10		TOTAL	\$575,000.00	\$575,000.00

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

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

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

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

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

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

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately

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281 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

282 **4.5. New Loan.**

283 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller
284 Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan
285 origination fees as required by lender.

286 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing
287 appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in §
288 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

289 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following
290 types of loans: Conventional FHA VA Bond Other .

291 **4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review
292 the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the
293 lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan
294 application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

295 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate
296 amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at \$ tbd per tbd
297 including principal and interest presently at the rate of tbd % per annum and also including escrow for the
298 following as indicated: Real Estate Taxes Property Insurance Premium Mortgage Insurance
299 Premium
300 and Buyer to fully assume and/or payoff existing mortgages encumbering Properties.

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

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

311 **4.7. Seller or Private Financing.**

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

317 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller
318 financing, Buyer Seller will deliver the proposed Seller financing documents to the other party on or
319 before days before Seller or Private Financing Deadline.

320 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is
321 conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments,
322 interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under §
323 25.1, on or before Seller or Private Financing Deadline, if such Seller financing is not satisfactory to Seller, in
324 Seller's sole subjective discretion.

325 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with
326 Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is
327 satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has
328 the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such Seller or
329 private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

330 **TRANSACTION PROVISIONS**

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351 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

352 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or
353 more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such
354 lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and
355 exercise reasonable efforts to obtain such loan or approval.
356

357 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this
358 Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is
359 satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. This
360 condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **New**
361 **Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion.
362 Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised
363 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND**
364 **DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY**
365 **WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
366

367 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional
368 (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which
369 approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's**
370 **Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit
371 report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may
372 verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by
373 Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this
374 transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to
375 Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or
376 creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or
377 before **Disapproval of Buyer's Credit Information Deadline** .
378

379 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver
380 copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan**
381 **Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the
382 provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing**
383 **Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole
384 subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
385 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in
386 § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on
387 such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective
388 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
389 compliance as set forth in § 4.6.
390

391 **6. APPRAISAL PROVISIONS.**

392 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
393 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
394 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
395 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
396

397 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the
398 respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
399

400 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value
401 is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
402 Buyer may, on or before **Appraisal Objection Deadline**:

403 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this
404 Contract is terminated; or

405 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by
406 either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
407 Purchase Price (Lender Verification).
408

409 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or
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421 before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
422 thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal**
423 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
424 termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
425

426 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract,
427 the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to
428 incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been
429 given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing
430 Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised
431 value of the Property of not less than \$. The purchaser (Buyer) shall have the privilege and option of
432 proceeding with the consummation of this Contract without regard to the amount of the appraised valuation.
433 The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
434 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The
435 purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.
436

437 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract,
438 the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to
439 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the
440 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer)
441 shall, however, have the privilege and option of proceeding with the consummation of this Contract without
442 regard to the amount of the reasonable value established by the Department of Veterans Affairs.
443

444 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
445 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
446 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
447 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
448 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
449 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in
450 writing by Buyer.
451

452 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
453 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the
454 appraiser, appraisal management company, lender's agent or all three.
455

456 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
457 Interest Community and subject to the declaration (Association).
458

459 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
460 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
461 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
462 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
463 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
464 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
465 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
466 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND**
467 **POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS**
468 **OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY**
469 **WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE**
470 **ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN**
471 **THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF**
472 **MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION**
473 **FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**
474

475 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
476 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller
477 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
478 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,
479 regardless of who provides such documents.
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491 **7.3. Association Documents.** Association documents (Association Documents) consist of the
492 following:
493

494 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of
495 organization, operating agreements, rules and regulations, party wall agreements and the Association's
496 responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

497 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive
498 boards' or managers' meetings; such minutes include those provided under the most current annual disclosure
499 required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
500 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
501 minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

502 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
503 Disclosure, including, but not limited to, property, general liability, association director and officer professional
504 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
505 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

506 **7.3.4.** A list by unit type of the Association's assessments, including both regular and
507 special assessments as disclosed in the Association's last Annual Disclosure;

508 **7.3.5.** The Association's most recent financial documents which consist of: (1) the
509 Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial
510 statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's
511 last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4)
512 list of the fees and charges (regardless of name of title of such fees or charges) that the Association's
513 community association manager or Association will charge in connection with the Closing including, but not
514 limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any
515 rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees
516 (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance,
517 reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively,
518 Financial Documents);

519 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action"
520 under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved
521 or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's
522 obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts;
523 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or
524 limited common elements of the Association property.

525 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
526 Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**,
527 based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective
528 discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer,
529 at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller
530 on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the
531 Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller
532 after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does
533 not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association
534 Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the
535 provisions of § 8.6 (Right of First Refusal or Contract Approval).
536

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

538 **8.1. Evidence of Record Title.**

539 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
540 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
541 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
542 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
543 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
544 soon as practicable at or after Closing.
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8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

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

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

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

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

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

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to 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 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, 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 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any

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631 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2
632 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on
633 or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the
634 **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
635 and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
636 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in §
637 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of
638 Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
639 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

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641 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
642 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
643 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**
644 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF**
645 **SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT**
646 **TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS**
647 **SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**
648 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR**
649 **THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY**
650 **COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

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

658
659 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective
660 discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), §
661 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the
662 applicable deadline, Buyer has the following options:

663
664 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any
665 title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not
666 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
667 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
668 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
669 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
670 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3
671 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically
672 extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

673
674 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under
675 § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole
676 subjective discretion.

677
678 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property
679 or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and
680 conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to
681 approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or
682 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
683 notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
684 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

685
686 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
687 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
688 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
689 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
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701 easements, leases and other unrecorded agreements, water on or under the Property, and various laws and
702 governmental regulations concerning land use, development and environmental matters.

703 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
704 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
705 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
706 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS,**
707 **OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
708 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE**
709 **PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

710 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
711 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
712 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
713 **COUNTY CLERK AND RECORDER.**

714 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
715 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
716 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
717 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
718 **FACILITIES.**

719 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
720 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
721 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
722 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**

723 **8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others may be**
724 **excepted, excluded from, or not covered by the owner's title insurance policy.**

725 **8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such**
726 **matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and**
727 **Off-Record Title Objection Deadline).**

728 **9. NEW ILC, NEW SURVEY.**

729 **9.1. New ILC or New Survey. If the box is checked, a: 1) New Improvement Location Certificate**
730 **(New ILC); or, 2) New Survey in the form of ; is required and the following will apply:**

731 **9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New**
732 **Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,**
733 **certified and updated as of a date after the date of this Contract.**

734 **9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be**
735 **paid, on or before Closing, by: Seller Buyer or:**

736 **9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or**
737 **the provider of the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before**
738 **New ILC or New Survey Deadline.**

739 **9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by**
740 **the surveyor to all those who are to receive the New ILC or New Survey.**

741 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a**
742 **New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or**
743 **change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion,**
744 **waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.**

745 **9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or**
746 **New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in**
747 **Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline,**
748 **notwithstanding § 8.3 or § 13:**

749 **9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is**
750 **terminated; or**

751 **9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter**
752 **that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires**

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Seller to correct.

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

10.6. Due Diligence.

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

10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;

10.6.1.2. Property tax bills for the last years;

10.6.1.3. As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

10.6.1.4. A list of all Inclusions to be conveyed to Buyer;

10.6.1.5. Operating statements for the past years;

10.6.1.6. A rent roll accurate and correct to the date of this Contract;

10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

10.6.1.14. Other documents and information:

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

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

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

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller

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911 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on
912 or before expiration of **Due Diligence Documents Resolution Deadline**.
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914 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence**
915 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by
916 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.
917

918 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental
919 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.
920 Seller Buyer will order or provide **Phase I Environmental Site Assessment**, **Phase II**
921 **Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527
922 standard practices for Environmental Site Assessments) and/or , at the expense of Seller Buyer
923 (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether
924 the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
925 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's
926 and any Seller's tenants' business uses of the Property, if any.
927

928 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site
929 Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended
930 Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination
931 Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such
932 event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.
933

934 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §
935 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination**
936 **Deadline**, or if applicable, the **Extended Environmental Inspection Objection Deadline**, based on any
937 unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.
938

939 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**,
940 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.
941

942 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing
943 of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under §
944 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
945 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller
946 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any
947 Right to Terminate under this provision.
948

949 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).**
950 Buyer Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of
951 Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer Does
952 Does Not acknowledge receipt of a copy of the current well permit.
953

954 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**
955 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED**
956 **SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**
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958 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of
959 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or
960 rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,
961 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property
962 without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.
963

964 **10.10 Lead-Based Paint**

965 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or
966 more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit
967 of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based
968 Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not
969 timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based
970 Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 25.1 by Seller's receipt of Buyer's
971 Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.
972

973 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk
974 assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards,
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981 Buyer has a Right to Terminate under § 25.1 by Seller's receipt of Buyer's Notice to Terminate on or before the
982 expiration of the **Lead-Based Paint Termination Deadline**. If Buyer's Notice to Terminate would otherwise be
983 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller
984 on or before Closing. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or
985 inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does
986 not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative
987 to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.
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989 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired
990 heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for
991 sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the
992 Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each
993 Bedroom or in a location as required by the applicable building code.
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995 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever
996 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose
997 such fact. No disclosure is required if the Property was remediated in accordance with state standards and
998 other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has
999 the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used
1000 as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of
1001 Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test
1002 results that indicate the Property has been contaminated with methamphetamine, but has not been remediated
1003 to meet the standards established by rules of the State Board of Health promulgated pursuant to §
1004 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.
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1011 **11. ESTOPPEL STATEMENTS.**

1012 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel
1013 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on
1014 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to
1015 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
1016 stating:
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1018 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

1019 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent
1020 modifications or amendments;

1021 **11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid
1022 to Seller;

1023 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

1024 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

1025 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and
1026 complete copy of the Lease demising the premises it describes.
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1028 **11.2. Seller Estoppel Statements.** In the event Seller does not receive from all tenants of the
1029 Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel
1030 Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on
1031 or before **Estoppel Statements Deadline**.
1032

1033 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or
1034 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in
1035 Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**
1036 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.
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1042 **CLOSING PROVISIONS**

1043 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

1044 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing
1045 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and
1046 Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's
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1051 lender is required to provide the Closing Company, in a timely manner, all required loan documents and
1052 financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and
1053 documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller
1054 will sign and complete all customary or reasonably-required documents at or before Closing.

1055 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are
1056 Not executed with this Contract.

1057 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
1060 date specified as the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing
1061 will be as designated by tbd.

1062 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of
1064 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
1065 companies).

1066
1067
1068 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,
1069 including the tender of any payment due at Closing, Seller, provided another deed is not selected, must
1070 execute and deliver a good and sufficient special warranty deed to Buyer, at Closing. However, if the box is
1071 checked, the parties agree to use the corresponding deed instead:

1072 general warranty deed bargain and sale deed quit claim deed § personal representative's
1073 deed
1074 deed.

1075
1076
1077 **13.1. Special Warranty Deed and General Warranty Deed Exceptions.** If title will be conveyed
1078 using a special warranty deed or a general warranty deed, title will be conveyed subject to:

1079 **13.1.1.** General taxes for the year of Closing,

1080 **13.1.2.** Distribution utility easements (including cable TV),

1081 **13.1.3.** Those specifically described rights of third parties not shown by the public records
1082 of which Buyer has actual knowledge and which were accepted by Buyer in accordance with with § 8.3
1083 (Off-Record Title) and § 9 (New ILC or New Survey),

1084 **13.1.4.** Inclusion of the Property within any special taxing district,

1085 **13.1.5.** Any special assessment if the improvements were not installed as of the date of
1086 Buyer's signature hereon, whether assessed prior to or after Closing and

1087 **13.1.6.** Other .

1088
1089 **13.2. Special Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by
1090 a special warranty deed, Seller will warrant title against all persons claiming by, through or under Seller subject
1091 to those specific recorded exceptions, if any, created during Seller's ownership of the Property and described
1092 by reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer
1093 in accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording
1094 information for each recorded document.

1095 **13.3. General Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by
1096 a general warranty deed, Seller will warrant the title subject to those specific recorded exceptions described by
1097 reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in
1098 accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording
1099 information for each recorded document.

1100
1101 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts
1102 owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental
1103 liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not
1104 and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or
1105 from any other source.

1106
1107 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

1108 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs
1109 and all other items required to be paid at Closing, except as otherwise provided herein.

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1121 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
1122 Buyer Seller One-Half by Buyer and One-Half by Seller
1123 Other
1124

1125 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to Closing Date,
1126 Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident
1127 to the issuance of Association's Status Letter must be paid by None Buyer Seller One-Half by
1128 Buyer and One-Half by Seller. Any Record Change Fee must be paid by None Buyer Seller
1129 One-Half by Buyer and One-Half by Seller .
1130

1131 **15.4. Local Transfer Tax.** The Local Transfer Tax of % of the Purchase Price must
1132 be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.
1133

1134 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,
1135 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
1136 Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller. The Private Transfer
1137 fee, whether one or more, is for the following association(s): in the total amount of % of the Purchase Price or
1138 \$.
1139

1140 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of
1141 this Contract, do not exceed \$ for:
1142 Water Stock/Certificates Water District
1143 Augmentation Membership Small Domestic Water Company and must be paid at Closing by
1144 None Buyer Seller One-Half by Buyer and One-Half by Seller
1145

1146 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction
1147 must be paid when due by None Buyer Seller One-Half by Buyer and One-Half by Seller.
1148

1149 **15.8. FIRPTA and Colorado Withholding.**
1150 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of
1151 the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does
1152 not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
1153 this Section is checked, Seller represents that Seller IS a foreign person for purposes of U.S. income
1154 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
1155 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any
1156 reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
1157 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
1158 Seller's tax advisor to determine if withholding applies or if an exemption exists.
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1160 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a
1161 portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after
1162 Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
1163 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
1164 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
1165 determine if withholding applies or if an exemption exists.
1166

1167 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the Closing
1168 Date, except as otherwise provided:
1169

1170 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and
1171 general real estate taxes for the year of Closing, based on Taxes for the Calendar Year Immediately
1172 Preceding Closing Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any
1173 applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or Other .
1174

1175 **16.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will
1176 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful
1177 deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller
1178 must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such
1179 Leases.
1180

1181 **16.3. Association Assessments.** Current regular Association assessments and dues
1182 (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the
1183 regular Association Assessments for deferred maintenance by the Association will not be credited to Seller
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except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and . Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and .

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

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

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

GENERAL PROVISIONS

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

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 (Standard or Daylight Savings, as applicable).

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

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

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

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such

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1261 Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
1262 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
1263 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under §
1264 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair
1265 or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer
1266 receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.
1267

1268 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
1269 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
1270 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or
1271 before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer
1272 elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is
1273 entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of
1274 the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the
1275 Purchase Price.
1276

1277 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
1278 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
1279 complies with this Contract.
1280

1281 **19.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty
1282 programs that may be purchased and may cover the repair or replacement of such Inclusions.
1283

1284 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
1285 acknowledge that the respective broker has advised that this Contract has important legal consequences and
1286 has recommended the examination of title and consultation with legal and tax or other counsel before signing
1287 this Contract.
1288

1289 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1290 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including
1291 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as
1292 provided in this Contract or waived, the non-defaulting party has the following remedies:
1293

1294 **21.1. If Buyer is In Default:**

1295 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest
1296 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1297 Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such
1298 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force
1299 and effect and Seller has the right to specific performance or damages, or both.

1300 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1.
1301 **is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1302 Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES
1303 and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4,
1304 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform
1305 the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional
1306 damages.
1307

1308 **21.2. If Seller is In Default:** Buyer may elect to treat this Contract as canceled, in which case all
1309 Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be
1310 proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the
1311 right to specific performance or damages, or both.
1312

1313 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1314 of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must
1315 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1316 expenses.
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1318 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
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1331 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
1332 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
1333 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to
1334 the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the
1335 cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute
1336 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the
1337 other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section
1338 prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the
1339 date of written notice requesting mediation. This Section will not alter any date in this Contract, unless
1340 otherwise agreed.
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1345 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1346 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In
1347 the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release
1348 the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for
1349 any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of
1350 competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
1351 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
1352 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the
1353 case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
1354 parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money
1355 Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest
1356 Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
1357 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.
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1363 **25. TERMINATION.**

1364 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1365 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1366 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1367 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right
1368 to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to
1369 Terminate under such provision.
1370

1371 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1372 hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4,
1373 22, 23 and 24.
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1378 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1379 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its
terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a
party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

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

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in
electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after

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Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or .

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

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

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

Certain above provisions are hereby revised as follows:

2.2. No Assignability. *This Contract may be assigned by the Buyer.*

4.1 Purchase Price. *Purchase Price shall be \$575,000 NET to Seller.*

4.6. Assumption. *Buyer shall pay all fees, costs, expenses, delinquencies, penalties, consideration or other remuneration associated with any existing loan assumption. Seller/Receiver shall be released from liability from any existing loan secured by the Property.*

8.1.2. Buyer Selects Title Insurance Company. *Buyer shall select Fidelity National Title Insurance Company as the title company, and Jim Cimino (jcmimino@fnf.com), as the title agent.*

10.3. Inspection. *Buyer is purchasing Property "AS IS" and shall have no right to seek to terminate this Contract based on any Inspection Objection. Buyer has the right to access the Property upon reasonable advance notice to Seller. Buyer shall not in any way disturb or interfere with tenants' use or occupancy of the Property.*

21.1.1. Specific Performance. *Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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 amount is fair and reasonable. Seller may recover such additional damages as may be proper.*

21.2. If Seller is in Default: *Buyer may elect to treat this Contract as canceled, in which case all*

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Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Buyer shall not have the right for specific performance.

23. Mediation. Section 23 requiring Mediation is deleted in the entirety.

24. Earnest Money Dispute. Notwithstanding Section 24, the Receivership Court shall have exclusive jurisdiction to hear and determine all disputes, claims, or other actions arising from or relating to the Contract, including any dispute regarding earnest money.

32/33. Brokers. Neither Buyer nor Seller is represented by a broker in this transaction, and no broker commission will be paid in any event. Allen Vellone Wolf Helfrich & Factor, PC ("Allen Vellone") is the law firm representing the Seller/Receiver. Matthew J. Roth, Esq. is an attorney with Allen Vellone who prepared this Contract. Attorney Roth is a licensed real estate broker in the State of Colorado but is not acting as a broker in this transaction. Notwithstanding the foregoing, five (5) individual properties are subject to a broker listing agreement, for which a broker commission shall be paid by Buyer. The properties are more fully described, and the commission to be paid, as set forth in the ADDENDUM attached hereto.


31. OTHER DOCUMENTS.

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

**ADDENDUM
EXHIBIT A
EXHIBIT B
EXHIBIT C
EXHIBIT D**

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

SIGNATURES


Buyer: **Chad Hurst** Date: 4/29/19

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

Seller:  Date: April 29, 2019
Harvey Sender, in his capacity as RECEIVER of the Gary Dragul Receivership Estate
By

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 Buyer Other .

Brokerage Firm's Name:

Brokerage Firm's License #:

Broker's Name _____ Date: _____

Broker's License #:

Address: ,

Ph: Fax: 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: *Allen Vellone Wolf Helfrich & Factor, P.C.*

Brokerage Firm's License #:

_____ Date: _____

Broker's Name: .

Broker's License #:

Address: *1600 Stout Street, Suite 1100 Denver, CO 80202*

Ph: *(303) 534-4499* Fax: Email Address: *mroth@allen-vellone.com*

CBS2-6-18. CONTRACT TO BUY AND SELL REAL ESTATE (INCOME - RESIDENTIAL)

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Initials CBH

**ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE
(INCOME – RESIDENTIAL) DATED APRIL 29, 2019 BETWEEN
HARVEY SENDER, IN HIS CAPACITY AS RECEIVER OF THE GARY
DRAGUL RECEIVERSHIP ESTATE (“SELLER”)**

AND CHAD HURST (“BUYER”),

**AND CONCERNING THOSE CERTAIN RESIDENTIAL PROPERTIES
AS SHOWN ON EXHIBIT A**

1. **Authority of Seller.** Gary Dragul owned and managed various companies (collectively “Dragul”) for which he solicited investors to acquire residential and commercial real estate. Gary Dragul was indicted for securities fraud by the Attorney General for the State of Colorado. Harvey Sender, the Seller, was appointed Receiver by a Court Order dated August 30, 2018 entered in Rome v. Dragul, et al., Case Number 2018 CV 33011, District Court, Denver, Colorado (the “Receivership Court” and the “Receivership Order”) to take control of all Dragul assets (referred to as “Receivership Property” or “Receivership Estate”). See Receivership Order attached as **EXHIBIT B**. The Receivership Property includes all the assets of GDA Real Estate Services, LLC (“GDA RES”), GDA Real Estate Management, LLC (“GDA REM”), certain assets of Gary Dragul individually and the assets of those entities listed in **EXHIBIT A**. The Receivership Order authorizes the Receiver to sell assets of the Receivership Estate subject to Court approval.

2. **Conflicts.** This Addendum (“Addendum”) is attached to and forms an integral part of that certain Contract to Buy and Sale Real Estate (Income – Residential) dated even date herewith (the “Printed Form”; the Printed Form and this Addendum, collectively, are the “Contract”). In the event of any conflict between the terms and provisions of the Printed Form and those of this Addendum, the terms and provisions of this Addendum shall govern and control.

3. **Court Approval.** Within five (5) business days of the Mutual Execution of the Contract (“MEC”) between Buyer and Seller, Seller shall file a motion with the Receivership Court seeking approval of this Contract. The Receiver will use his reasonable efforts to obtain approval of and will support this Contract over the objection of any creditors or other interested parties; provided, however, the Receiver, consistent with his fiduciary duties in the Receivership Case, shall, until the Receivership Court enters an order approving this Contract, be free to entertain and to accept any competing offer that he deems in his sole and absolute discretion to be a higher or better offer. The Receiver’s foregoing right to entertain and/or accept competing offers shall immediately and automatically terminate upon the Receivership Court’s entry of an order approving this Contract. Closing of the sale of the Property shall occur five (5) days following the issuance of an order by the Receivership Court approving this Contract (“Court Approval Date”). This Contract shall automatically expire in the event that the Receivership Court has not entered an order approving this Contract within ninety (90) days after Seller has submitted its motion, the Earnest Money Deposit shall be immediately returned to Buyer,

and the Parties hereto shall be released from all obligations hereunder, except for those obligations that specifically survive this Contract.

4. **Exclusive Jurisdiction.** The Parties agree that the Receivership Court shall have exclusive jurisdiction to hear and determine all disputes, claims, or other actions arising from or relating to the Contract. Each Party consents to the Court entering final orders, judgements and/or decrees.

5. **Prohibition of Dragul as Owner or Manager.** Buyer agrees that, to its knowledge, neither Gary Dragul ("Dragul") nor any former employees of Dragul, GDA Real Estate Services, LLC, or GDA Real Estate Management, Inc. (collectively, "Dragul and Dragul Employees"), shall have any ownership interest in the Property, or in any entity that has an ownership interest in the Property, or in any entity that is a property manager for Buyer, nor will Dragul or any of the Dragul Employees work with Buyer in any capacity or for any reason with respect to the Property. Dragul and the Dragul Employees shall not receive any compensation or remuneration of any kind whatsoever from Buyer or any successor relating to or arising from the Property. The Colorado Securities Commissioner shall have the right to obtain written assurances from Buyer or any successor entity to ensure Gary Dragul's continued compliance with the Receivership Court's August 30, 2018, Order of Preliminary Injunction entered in the Receivership Action and Buyer's agreement concerning Dragul and the Dragul Employees future non-involvement with respect to the Property.

a. As of the writing of this Contract, certain properties are occupied by Dragul family members, which properties are set forth as **EXHIBIT C** attached hereto. Buyer may, in his sole discretion, continue to allow said properties to be occupied by Dragul family members, or sell or otherwise transfer said properties to such Dragul family members, based on terms and conditions as Buyer may deem appropriate.

6. **Purchase Price.** At Closing, Buyer shall pay the Seller Five Hundred Seventy Thousand Dollars NET (\$575,000)(the "Purchase Price"), in good funds, representing the net equity for the Property. In addition, Buyer shall assume, or alternately payoff, all existing loans and/or encumbrances relating to the Property.

7. **Due Diligence / Inspection.** N/A.

8. **Due Diligence Documents.** Seller shall deliver to Buyer those Off-Record Title Documents, Association Documents, Due Diligence Documents or other documents, pursuant to the Printed Form Contract, in Seller's actual possession. Buyer acknowledges and agrees that all documents in connection with the transaction contemplated by this Contract are provided to Buyer by Seller as a convenience only and that any reliance on or use of such documents by Buyer shall be at the sole risk and expense of Buyer. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that any environmental or other report included in the Due Diligence Documents, or otherwise, shall be for general information purposes only, and there shall be no liability to Seller for any inaccuracy in or omission from any report. In the event this

Contract is canceled or fails to close for any reason other than Seller's default, Buyer shall promptly return to Seller any Due Diligence Documents or other documents, information, reports, surveys or other property data delivered to Buyer by or on behalf of Seller and Buyer shall deliver to Seller all copies of any studies, reports or test results obtained by Buyer in connection with its inspection of the Property.

9. Superseding Contract. Upon execution of this Contract by the Buyer and Seller, this contract shall supersede all previous contracts and agreements by and between the parties hereto relating to the Property.

10. AS-IS. Except as expressly set forth herein or in any Closing document, Seller makes no representations or warranties of any kind to Buyer. Seller and Buyer acknowledge and agree:

a) That all Property, real and personal, is to be conveyed by Seller "AS IS, WHERE IS" and in its present condition; and

b) That Seller has not made, does not hereby make and shall not make, and specifically disclaims, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past or present, of, as to, concerning or with respect to the Property (except as set forth in this Contract and the warranty of title set forth in the deed with respect to the real property) including but not limited to the following and without limiting the generality of the foregoing:

i) the nature, quality or condition;

ii) the income to be derived therefrom;

iii) suitability for any and all activities and uses which Buyer may conduct thereon;

iv) compliance with any laws, rules, ordinances or regulations;

v) habitability merchantability or fitness for a particular purpose;

vi) good and workmanlike construction;

vii) design;

viii) the nature or quality of the construction, structural design and/or engineering thereof;

ix) the quality thereof and the composition of the materials included therein; or

x) any other matter with respect thereto.

Except as set forth in this Contract and any Closing document, it is the intention of the Seller expressly to negate and exclude all warranties, including without limitation, the implied warranties of merchantability and fitness for any particular purpose from and after the Closing Date. Buyer shall assume all risks relating in any manner to any defects, if any, in the Property (or any part thereof) of any type or nature whatsoever and shall be solely and completely responsible for the repair and/or removal of all such defects and the payment of all costs and expenses related thereto. It is expressly agreed that Buyer is being provided the opportunity to investigate and inspect the Property.

11. RECEIVER (SELLER) DISCLAIMER. NOTWITHSTANDING ANY LANGUAGE IN THIS CONTRACT TO THE CONTRARY, THE SELLER MAKES NO REPRESENTATION OR WARRANTY TO THE BUYER CONCERNING THE PROPERTY, EXPRESS OR IMPLIED, AND ANY SUCH OTHER OR ADDITIONAL REPRESENTATIONS OR WARRANTIES ARE HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS SENTENCE, THE RECEIVER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY RELATED OR WITH RESPECT TO THE VALUE OF THE PROPERTY.

12. DEFAULT BY BUYER. IF THE SALE IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BUYER HEREUNDER, THEN SELLER'S SOLE REMEDY SHALL BE THE RIGHT TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE DUE TO BUYER'S DEFAULT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS CONTRACT, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. THE FOREGOING IN NO WAY LIMITS SELLER FROM SEEKING INDEMNIFICATION FROM BUYER UNDER THE TERMS OF THE CONTRACT.

13. DEFAULT BY SELLER. IN THE EVENT THAT SELLER DEFAULTS OR FAILS TO CONSUMMATE THIS CONTRACT FOR ANY REASON, BUYER'S SOLE REMEDY SHALL BE THE RIGHT TO THE RETURN OF THE DEPOSIT, WHICH RETURN SHALL OPERATE TO TERMINATE THIS CONTRACT.

14. Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

15. Validity. If any provision of this Contract shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Contract.

16. **Interpretation.** Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

17. **Broker.** Neither Buyer nor Seller have engaged a broker for this bulk sale transaction, and no commission is owed, or to be paid, as concerns this transaction. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees) resulting from any claims that may be made against Seller by any party claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Buyer. Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees) resulting from any claims that may be made against Buyer by any party claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Seller. The terms and provisions of this Paragraph shall survive the Closing Date or the earlier termination of this Contract. Notwithstanding the foregoing, certain properties are subject to broker listing contracts entered into by Seller, which properties (and corresponding commissions) are set forth in **EXHIBIT D** attached hereto. Pursuant to these broker listing contracts, the designated broker is entitled to a commission, which commission shall be paid at closing by Buyer.

[Signature Page to follow]

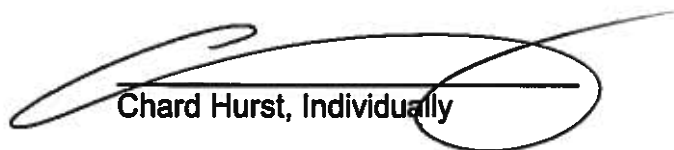
Signature page:

**Addendum to Contract to Buy and Sell Real Estate (Income-Residential)
re: Residential Properties**

BUYER:

SELLER:

HARVEY SENDER, in his capacity as
Receiver of the Gary Dragul Receivership
Estate


Chard Hurst, Individually

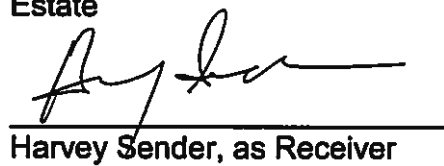

Harvey Sender, as Receiver

EXHIBIT A

EXHIBIT A

Residential Properties (Address / Ownership / Legal Description)

The Receivership Estate includes seventeen (17) residential properties in Colorado, three (3) residential properties in Arizona and two (2) residential properties in Illinois, more particularly described as follows:

1.	<p><u>Property:</u> 5455 Landmark Pl., #509, Greenwood Village, CO 80111 <u>Owner:</u> 5455 Landmark Place 17, LLC <u>Legal Description:</u> Unit 509, Landmark Towers Condominium, according to the Condominium Map thereof, recorded on May 5, 2008 at Reception Number 88051568, and all Amendments and/or Supplements thereof, in the Records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and as defined and described in the Landmark Towers Condominium Declaration recorded on May 5, 2008 at Reception Number 88051569, in said Records, and all Amendments and/or Supplements thereof, and subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Landmark Village center Master Community recorded on March 26, 2008 at Reception Number 88035117, and all Amendments and/or Supplements thereof, County of Arapahoe, State of Colorado.</p>
2.	<p><u>Property:</u> 5722 South Lansing Court, Englewood, CO 80111 <u>Owner:</u> 5722 South Lansing 14, LLC <u>Legal Description:</u> Lot 29, Block 10, Cherry Creek Vista 6th Subdivision Filing Amend Resub, County of Arapahoe, State of Colorado.</p>
3.	<p><u>Property:</u> 5788 South Lansing Way, Englewood, CO 80111 <u>Owner:</u> 5788 South Lansing 17, LLC <u>Legal Description:</u> Lot 28, Block 11, Cherry Creek Vista 6th Subdivision Filing Amend Resub, County of Arapahoe, State of Colorado.</p>
4.	<p><u>Property:</u> 6316 East Fair Avenue, Centennial, CO 80111 <u>Owner:</u> 6316 East Fair 16, LLC <u>Legal Description:</u> Lot 18, Block 15, Palos Verdes 3rd Subdivision Filing, County of Arapahoe, State of Colorado.</p>
5.	<p><u>Property:</u> 7373 East Fremont, Centennial, CO 80112 <u>Owner:</u> 7373 East Fremont 15, LLC <u>Legal Description:</u> Lot 5, Block 7, Hallcrafts Walnut Hills 3rd Subdivision Filing, County of Arapahoe, State of Colorado.</p>

6.	<p><u>Property:</u> 7517 East Davies Place, Centennial, CO 80112 <u>Owner:</u> 7517 East Davies 17, LLC <u>Legal Description:</u> Lot 3, Block 32, Walnut Hills 3rd Subdivision Filing, County of Arapahoe, State of Colorado.</p>
7.	<p><u>Property:</u> 7842 East Briarwood Blvd, Centennial, CO 80112 <u>Owner:</u> 7842 East Briarwood 16, LLC <u>Legal Description:</u> Lot 16, Block 1, Walnut Hills 1st Subdivision Filing, County of Arapahoe, State of Colorado.</p>
8.	<p><u>Property:</u> 891 14th Street, #2417, Denver, CO 80202 <u>Owner:</u> 891 Fourteenth Street 16, LLC <u>Legal Description:</u> Parcel A: Unit 2417, Spire, according to the Condominium Declaration thereof recorded on March 26, 2010 at Reception No. 2010033284 and the Condominium Map thereof recorded on March 26, 2010 at Reception No. 2010033285 in the Records of the Clerk and Recorder of Denver, State of Colorado, as Amended from time to time. Parcel B: Parking Space Unit 571, Spire, according to the Condominium Declaration thereof recorded March 26,2010 at Reception No. 2010033284 and the Condominium Map thereof recorded March 26, 2010 at Reception No. 2010033285 in the Records of the City and County of Denver, State of Colorado, as Amended from time to time.</p>
9.	<p><u>Property:</u> 1777 Larimer, # 703, Denver, CO 80202 <u>Owner:</u> 1777 Larimer 17, LLC <u>Legal Description:</u> Residence 703 Together with an undivided .40 percent interest in the common elements, the exclusive right to use Parking Spaces 327 and 261 and the exclusive right to use Storage Cubicle 703, The Windsor, according to the Condominium Declaration for The Windsor recorded August 5, 1982, in Book 2632, at Page 445, and the Map thereof recorded August 9, 1982, in Condominium Plat Book 22, at Page 25, City and County of Denver, State of Colorado.</p>
10.	<p><u>Property:</u> 1777 Larimer Street, #901, Denver, CO 80202 <u>Owner:</u> 901 Larimer 18, LLC <u>Legal Description:</u> Residence 901 Together with an undivided .44 Percent Interest in the Common Elements, the exclusive right to use Parking Space 262-C and the exclusive right to use Storage Cubicle 901, the Windsor according to the Condominium Declaration for The Windsor recorded in Book 2632, at Page 445, and Amended recorded in Book 2632 at Page 493, City and County of Denver, State of Colorado.</p>

11.	<p><u>Property</u>: 3142 South Leyden Street, Denver, CO 80222 <u>Owner</u>: 3142 South Leyden 14, LLC <u>Legal Description</u>: Lot 53, Block 11, Gaiser Holly Ridge, County of Arapahoe, State of Colorado.</p>
12.	<p><u>Property</u>: 2432 South Newport Street, Denver, CO 80224 <u>Owner</u>: Gary Dragul <u>Legal Description</u>: Lot 1, Block 4, Hutchinson Hills Subdivision Filing No. 10, City and County of Denver, State of Colorado.</p>
13.	<p><u>Property</u>: 2624 South Oneida Street, Denver, CO 80224 <u>Owner</u>: Gary Dragul <u>Legal Description</u>: Lot 43, Block 5, Hutchinson Hills Subdivision Filing No. 18, City and County of Denver, State of Colorado.</p>
14.	<p><u>Property</u>: 3555 South Holly Street, Denver, CO 80237 <u>Owner</u>: 3555 South Holly 15, LLC <u>Legal Description</u>: Lot 18, Block 8, Belmont Heights Subdivision Filing No. 2, City and County of Denver, State of Colorado.</p>
15.	<p><u>Property</u>: 3593 South Hudson Street, Denver, CO 80237 <u>Owner</u>: 3593 South Hudson 17, LLC <u>Legal Description</u>: Lot 10, Block 5, Belmont Heights Subdivision Filing No. 2, City and County of Denver, State of Colorado.</p>
16.	<p><u>Property</u>: 3675 South Hibiscus Way, Denver, CO 80237 <u>Owner</u>: 3675 South Hibiscus 17, LLC <u>Legal Description</u>: Lot 11, Block 7, Belmont Heights Subdivision Filing No. 2, City and County of Denver, State of Colorado.</p>
17.	<p><u>Property</u>: 41 South Fairway, Beaver Creek, CO 81620 <u>Owner</u>: 41 South Fairway 17, LLC <u>Legal Description</u>: Lot 19, Block 1, Tract 1, Beaver Creek Subdivision, Fourth Filing, according to the Plat recorded July 1, 1980 in Book 304 at Page 875, County of Eagle, State of Colorado</p>
18.	<p><u>Property</u>: 6937 East 6th Street, #1002, Scottsdale, AZ 85215 <u>Owner</u>: 1002 East Scottsdale 6th 17, LLC <u>Legal Description</u>: UNIT 1002, OF OLD TOWN SOUTH CONDOMINIUM, ACCORDING TO CONDOMINIUM DECLARATION RECORDED AS 2009-1108887, OF OFFICIAL RECORDS, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.</p>

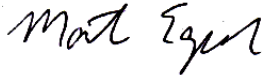
19.	<p><u>Property:</u> 6937 East 6th Street, #1004, Scottsdale, AZ 85215 <u>Owner:</u> 1004 East Scottsdale 6th 17, LLC <u>Legal Description:</u> UNIT 1004, OF OLD TOWN SOUTH CONDOMINIUM, ACCORDING TO CONDOMINIUM DECLARATION RECORDED AS 2009-1108887, OF OFFICIAL RECORDS, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.</p>
20.	<p><u>Property:</u> 6937 East 6th Street, #1005, Scottsdale, AZ 85215 <u>Owner:</u> 1005 East Scottsdale 6th 17, LLC <u>Legal Description:</u> UNIT 1005, OF OLD TOWN SOUTH CONDOMINIUM, ACCORDING TO CONDOMINIUM DECLARATION RECORDED AS 2009-1108887, OF OFFICIAL RECORDS, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.</p>
21.	<p><u>Property:</u> 1660 N. LaSalle Drive, #3909, Chicago, IL 61614 <u>Owner:</u> 1600 North LaSalle 16, LLC <u>Legal Description:</u> Parcel 1: Lot 2, the South 50 ½ feet of Lot 3, the East 74 feet of Lot 3 (except the South 50 1/2 feet thereof) and the East 74 feet of Lots 4 and 5 (except that part of Lot 5 falling in Eugenie Street) all in Gale's North Addition to Chicago, a Subdivision of the South West 1/4 of the-South East 1/4 Section 33, Township 40 North, Range 14-East of the Third Principal Meridian, in Cook County, Illinois.</p> <p>Parcel 2: Lots 1 and 2 and 'that part of Lot 3 falling within the North 113.62 feet of original Lot 1 in Wood and others subdivision of said original Lot 1 in Gale's North Addition to Chicago aforesaid, in Cook County, Illinois.</p> <p>Parcel 3: Lots 1 to 9, both inclusive, (except that par lying between the West line of North LaSalle Street and a line drawn through the South West corner of Eugenie Street and North LaSalle Street and through a point on the South Line of Lot 10, 14 feet West of the West line of North LaSalle Street) all in Block "B" in the County Clerk's Division of Portions of Unsubdivided land lying between the East Line of Gale's North Addition to Chicago aforesaid and the West line of North Clark Street, all in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document number 24558738, together with their undivided percentage interest in the common elements, in Cook-County, Illinois.</p>
22.	<p><u>Property:</u> 1660 N. LaSalle Drive, #4205, Chicago, IL 61614 <u>Owner:</u> 4205 North LaSalle 16, LLC <u>Legal Description:</u> TBD</p>

EXHIBIT B

DISTRICT COURT, DENVER COUNTY, COLORADO	
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	
Plaintiff(s) GERALD ROME SECURITIES COM FOR THE ST OF v. Defendant(s) GARY DRAGUL et al.	DATE FILED: August 30, 2018 8:27 AM CASE NUMBER: 2018CV33011
△ COURT USE ONLY △	
Case Number: 2018CV33011 Division: 424 Courtroom:	
Order: (Proposed) Stipulated Order Appointing Receiver also filed on behalf of Defendants Gary Dragul and GDA Real Estate Service, and GDA Real Estate Management LLC)	

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 8/30/2018



MARTIN FOSTER EGELHOFF
District Court Judge

<p>DISTRICT COURT, DENVER COUNTY, COLORADO</p> <p>1437 Bannock Street Denver, CO 80202</p> <hr/> <p>GERALD ROME, Securities Commissioner for the State of Colorado,</p> <p>Plaintiff,</p> <p>v.</p> <p>GARY DRAGUL, GDA REAL ESTATE SERVICES, LLC, and GDA REAL ESTATE MANAGEMENT, LLC</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>BY THE COURT</p>	<p>Case No.: 2018 CV 33011</p> <p>Courtroom: 424</p>
<p>STIPULATED ORDER APPOINTING RECEIVER</p>	

THIS MATTER having come before this Court on the Stipulated Motion to Appoint Receiver (the “Motion”) filed by the Plaintiff Gerald Rome, Securities Commissioner for the State of Colorado and Defendants Gary Dragul (“Dragul”), GDA Real Estate Services, LLC (“GDARES”), and GDA Real Estate Management, Inc. (“GDAREM”), and the Court, being otherwise fully advised in the premises,

HEREBY FINDS:

1. The Court has jurisdiction and venue is proper pursuant to C.R.C.P. 98(a).
2. Dragul is an individual and a resident of Colorado, and the manager of

GDARES and GDAREM, among other businesses.

3. GDARES is a Colorado limited liability company with its principal place of business at 5690 DTC Blvd., Suite 515, Greenwood Village, Colorado 80111.

4. GDAREM is a Colorado corporation with its principal place of business at 5690 DTC Blvd., Suite 515, Greenwood Village, Colorado 80111.

5. The Parties have stipulated to the appointment of a Receiver without bond or other security for Dragul, GDARES, and GDAREM, as well as for their respective properties and assets, and interests and management rights in related affiliated and subsidiary businesses as set forth herein.

6. The appointment of a receiver is reasonable and necessary for the protection of the assets and the rights of the parties in this case. Based on the standards set forth in C.R.C.P. 66 and case law thereunder, the Parties have stipulated that the Commissioner is entitled to entry of this Order.

7. Nothing in this stipulated Order shall be deemed an admission by Dragul to any allegations or as a waiver of any defenses thereto or limit Dragul's 4th, 5th, or 6th Amendment rights or other Constitutional and statutory protections and privileges afforded to any criminal defendant, or prevent him from invoking such rights in his personal capacity. Nothing in this Order operates as a waiver or an abrogation of the attorney-client privilege held by Dragul in his personal capacity.

8. Harvey Sender of Sender & Smiley LLC, has been determined to be suitable to serve as Receiver for Dragul (as such term is defined below in this

Order), GDARES and GDAREM, as set forth in this Order. Mr. Sender's business address is 600 17th Street, Suite 2800, Denver, Colorado 80202.

IT IS THEREFORE ORDERED THAT:

9. Harvey Sender ("the Receiver") is hereby appointed as Receiver for Dragul (limited to the definition of the "Receivership Property" or "Receivership Estate" as defined herein), GDARES, GDAREM, and all of their assets, including, but not limited to, all real and personal property, including tangible and intangible assets, their interests in any subsidiaries or related companies, management and control rights, claims, and causes of action, wherever located, including without limitation the "LLC Entities" identified in the Commissioner's Motion and Complaint for Injunctive and Other Relief, or assets (including those of Dragul) of any kind or of any nature whatsoever related in any manner, or directly or indirectly derived, from investor funds from the solicitation or sale of securities as described in the Complaint, or derived indirectly or indirectly from investor funds (the "Receivership Property," and altogether this "Receivership Estate"). Except that the personal residence of Dragul, located at 10 Cherry Vale Drive, Englewood, Colorado 80113, shall not be considered "Receivership Property" or part of the "Receivership Estate," unless the Receiver determines that an improvement to or increase in equity in such residence is directly related to the proceeds from the sale of the securities or matters referenced in the Complaint, in which case the improvements or equity shall be considered "Receivership Property" or part of the "Receivership Estate." Consistent with

Colorado's dissolution statutes and applicable law, and as set forth in greater detail below, the Receiver may, in the exercise of his reasonable judgment, investigate any claims and causes of action which may be pursued for the benefit of Dragul, GDARES, GDAREM, their creditors, members, and equity holders, and make recommendations to interested parties and this Court regarding the prosecution of any such claims and causes of action; establish a process for the assertion of claims against the Receivership Estate; make recommendations to this Court for the allowance and payment of such claims; and investigate and make recommendations to this Court for the ongoing operation, sale or distribution of any remaining Receivership Property, or the proceeds thereof, pursuant to the terms hereof.

10. Dragul, GDARES, and GDAREM, and all persons in active participation them, including without limitation, their officers and directors, partners, managers, employees, agents, representatives, attorneys, accountants, banks, contractors, subcontractors, and all who claim under them (collectively, the "Representatives"), are hereby ordered to deliver immediately to the Receiver or his agents all of the Receivership Property and to fully cooperate with the Receiver including, but not limited to, providing the Receiver all reasonably requested documents, records, bank accounts, trust accounts, deposit accounts, savings accounts, money market accounts, and all other demand deposit accounts, inventory, supplies, contracts, accounts receivable, computer databases, sales and marketing materials; together with stock certificates or other indicia of

ownership of any subsidiaries or related companies, and any and all reasonably requested documents, records, bank accounts, trust accounts, deposit accounts, savings accounts, money market accounts, and all other demand deposit accounts, inventory, supplies, contracts, accounts receivable, computer databases, sales and marketing materials, related to the operation of any subsidiaries or related companies. Dragul, GDARES, and GDAREM and their Representatives, when necessary or when requested (subject to Dragul's Constitutional protections, including the Fifth Amendment), shall explain the operation, maintenance and management of the Receivership Property, including any subsidiaries or related entities or companies, to the Receiver or his agents, without compensation therefor. Any claims for nonpayment for services shall not be used as a defense to turning over Receivership Property. All privileges in connection with professional representation of GDARES and GDAREM shall accrue to the sole benefit of the Receiver and the Receivership Estate and may only be waived by the Receiver, except that Dragul maintains all such privileges in his personal capacity. The Receiver may request supplemental authority from this Court upon proper motion, if necessary, to obtain the cooperation of any Representatives or any other foregoing persons acting on behalf of or for Dragul, GDARES and GDAREM, to comply fully and completely with this Order.

11. Any creditors of Dragul, GDARES or GDAREM that are in the possession of, or have taken any action to seize any books, records, or assets of the Receivership Estate (hereinafter called "Creditors") and all persons in active

participation with such Creditors, including without limitation, such Creditors' officers, managers, members, employees, agents, representatives, attorneys, accountants, banks, contractors, subcontractors, and all who claim under them (hereafter called "Creditors' Representatives") are hereby ordered to deliver immediately to the Receiver all of the Receivership Property in such Creditors' or Creditors' Representatives' possession, and to fully cooperate with the Receiver in connection with such turnover. Any claims against Dragul, GDARES or GDAREM shall not be used as a defense to turning over as set forth in this paragraph. The Receiver may request supplemental authority from this Court upon proper motion, if necessary, to obtain the cooperation of Creditors or Creditors' Representatives or any other foregoing persons acting on behalf of or for the Creditors to comply fully and completely with this Order.

12. If the Receiver determines, after reasonable inquiry that a person or entity is in violation of the turnover provisions set forth in Paragraphs 9 and 10 of this Order, the Receiver is instructed to give written notice thereof to the person or entity violating such provisions, with a copy of this Order attached, demanding turnover of such Receivership Property. If the person or entity in possession fails or refuses to turn over the Receivership Property after receiving notice, the Receiver shall file a Request for an Order to Show Cause with this Court.

13. The Receiver shall have all the powers and authority usually held by equity receivers and reasonably necessary to accomplish the purposes stated

herein, including, but not limited to, the following powers which the Receiver may execute without further order of this Court, except as expressly provided herein:

(a) To take from Dragul's, GDARES' and GDAREM's Representatives, and all persons acting in participation with Dragul, GDARES and GDAREM, and from Creditors and Creditors' Representatives, immediate possession and control of all of the assets of Dragul, GDARES and GDAREM, including the Receivership Property, to the exclusion of Dragul, GDARES and GDAREM, and their Representatives or all persons acting in participation with Dragul, GDARES and GDAREM, and Creditors and Creditors' Representatives;

(b) To exercise such control over all subsidiaries and related companies owned or managed by Dragul, GDARES and GDAREM, consistent with the governance documents or operating agreements applicable to the subsidiaries and related companies, including to exercise all rights of Dragul, GDARES and GDAREM to elect new officers, directors, or management of the subsidiaries and related companies, in their respective capacities and not as an assignee;

(c) To take charge of the subject Receivership Property, regardless of where such property is located, including, but not limited to, bank accounts, cash, checks, drafts, notes, security deposits, bonds, books, records, contracts, claims, leases, files, furniture, certificates, licenses, fixtures and equipment, property located in any real property either owned or leased by Dragul, GDARES and GDAREM and any personal property located in storage facilities;

(d) As appropriate, to take possession of offices of Dragul, GDARES

and GDAREM and to change any and all locks on such offices and to limit access to such offices to the Receiver and his agents, subject to any privileges maintained by Dragul in his personal capacity;

(e) To collect in a timely fashion all accounts receivable and other obligations due to Dragul, GDARES and GDAREM, including, as necessary to negotiate and deposit checks made payable to them into accounts maintained by the Receiver and as necessary to review mail directed to Dragul, GDARES and GDAREM and their Representatives in order to collect incoming accounts receivable and other obligations due and owing to Dragul, GDARES and GDAREM;

(f) To contract for and obtain such services as utilities, supplies, equipment and goods as is reasonably necessary to manage, preserve, and protect the Receivership Property as the Receiver may reasonably deem necessary; however, no contract shall extend beyond the termination of the Receivership without the permission of the Court;

(g) To obtain, review and analyze Dragul, GDARES and GDAREM books and records relating to the Receivership Property, including without limitation accounting records, banking records, tax records, and any other books or documents necessary to perform the duties of the Receiver;

(h) To pay, at the Receiver's discretion, any obligations incurred by Dragul, GDARES and GDAREM prior to the appointment of the Receiver that are deemed by the Receiver to be necessary or advisable for the preservation or protection of the Receivership Property;

(i) To borrow from third parties on such reasonable terms as may be acceptable to the Receiver, such funds that may be required for the fulfillment of the Receiver's obligations hereunder, and to meet the needs of the Receivership Estate in excess of the income from the Receivership Estate. The Receiver may issue Receiver's Certificates secured by all assets of the Receivership Estate, including, but not limited to, all claims on insurance policies, surety bonds, and similar assets of the Receivership Estate, in exchange for funds advanced during the term of this receivership, and such Receiver Certificates shall be a first and prior lien and preference claim upon the Receivership Property or a portion of it at the Receiver's election;

(j) To open and maintain accounts at a financial institution insured by the federal government in the name of the Receiver and to deposit all sums received by the Receiver into such account and to make such withdrawals as are necessary to pay the reasonable costs and expenses incurred by the Receiver;

(k) To exercise all rights of an owner incidental to the ownership of the Receivership Property;

(l) To hire and pay general counsel, accounting, and other professionals as may be reasonably necessary to the proper discharge of the Receiver's duties, and to hire, pay and discharge the personnel necessary to fulfill the obligations of the Receiver hereunder, including the retention of companies affiliated with the Receiver, or other third parties to assist the Receiver in the performance of its duties hereunder, all within the Receiver's discretion;

(m) In the Receiver's discretion as appropriate, to hire and pay employees with the necessary skills and experience to operate GDARES and GDAREM efficiently and with least amount of cost or expense, and to preserve the assets of GDARES and GDAREM and the Receivership Estate.

(n) After consultation with the Commissioner and agreement on the amount and funding of a budget related thereto, to institute such legal actions as the Receiver deems reasonably necessary, including actions necessary to enforce this Order to protect the Receivership Property, and to prosecute causes of action of Dragul, GDARES and GDAREM against third parties in this or any other jurisdictions, including foreign countries;

(o) After consultation with the Commissioner and agreement on the amount and funding of a budget related to anticipated out of pocket expenses related thereto, to retain special counsel, and other professionals as needed, on a contingency fee basis containing commercially reasonable terms, as determined by the Receiver in the exercise of his reasonable business judgment, to recover possession of the Receivership Property from any persons who may now or in the future be wrongfully possessing Receivership Property or any part thereof, including claims premised on fraudulent transfer or similar theories, in this or any other jurisdictions, including foreign countries;

(p) To notify any and all insurers under insurance policies and issuers of surety bonds affecting the Receivership Property of the pendency of these proceedings, and that any proceeds paid under any such insurance policy or surety

bond shall be paid to the Receiver to be administered for the benefit of all creditors of Dragul, GDARES and GDAREM;

(q) To pay, at the Receiver's discretion, any obligations incurred by Dragul, GDARES and GDAREM prior to the appointment of the Receiver that are deemed by the Receiver to be necessary or advisable for the preservation or protection of the Receivership Property;

(r) To notify and make demands on any insurers under insurance policies and issuers of any such policies or surety bonds affecting Receivership Property for the turnover and payment of proceeds to the Receiver for the benefit of Creditors, and as necessary, and after consultation with Plaintiffs and agreement on the amount and funding of a budget related thereto, commence litigation against such insurers and/or sureties in order to recover the proceeds of such insurance policies and surety bonds for the benefit of Dragul, GDARES and GDAREM and their creditors; and further provided that, in connection with any such claims or causes of action, the Receiver shall not be deemed to be asserting claims of Dragul, GDARES and GDAREM pursuant to any "insured vs. insured" exclusions that may be set forth in such insurance policies or surety bonds, but rather shall, in accordance with subparagraph (p) below, be deemed to be prosecuting claims of creditors of Dragul, GDARES and GDAREM in connection therewith;

(s) To prosecute claims and causes of actions held by Creditors of Dragul, GDARES and GDAREM, and any subsidiary entities for the benefit of

Creditors, in order to assure the equal treatment of all similarly situated Creditors:

(t) In the Receiver's discretion as appropriate, to consider the potential sale of assets of Dragul, GARDES, and GARDEM to a third-party or to sell or otherwise dispose of any personal property of the Receivership Estate, provided that Court approval shall not be required of any sale or disposition of any property being sold for a sales price of less than \$10,000;

(u) To establish a procedure for the assertion of claims against Dragul, GDARES and GDAREM or the Receivership Property, for the resolution of any disputes regarding such claims, and for the distribution of the proceeds of the Receivership Property;

(v) To issue subpoenas, institute, prosecute, defend, compromise, or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection, preservation and maintenance of the Receivership Assets or proceeds therefrom;

(w) To do such other and further lawful acts as the Receiver reasonably deems necessary for the effective recovery of the Receivership Property, and to perform such other functions and duties as may from time to time be required and authorized by this Court, by the laws of the State of Colorado, or the laws of the United States; and

(x) To do any and all acts necessary, convenient or incidental to the foregoing provisions of this Order and this equity receivership.

14. The Receiver is further directed to review the books and records of Dragul, GDARES and GDAREM, to account for receipts and disbursements of their funds, and to provide a report and accounting of their operations, for a period of time determined by the Receiver to be reasonable under the circumstances, to this Court and to the Commissioner, and any parties that have filed an entry of appearance herein. An initial report shall be filed with the Court within ninety (90) days of entry of this Order. In such report, the Receiver shall identify any claims and causes of action of Dragul, GDARES and GDAREM, identified as of the date of such report, including under insurance policies, on surety bonds, against any of their representatives or third parties, or arising under the Uniform Fraudulent Transfer Act, or any similar statute; and the Receiver's recommendations related thereto. The Receiver shall be authorized to act on his recommendations upon agreement with the Commissioner regarding budgets related to the prosecution thereof, and funding of such litigation, as set forth in this Order.

15. To the extent they have not already done so, Dragul, GDARES and GDAREM and their representatives, Creditors, and Creditors' Representatives, and their agents, are ordered to deliver over immediately to the Receiver, or his agents, all Receivership Property, including, but not limited to, unpaid bills, bank accounts, cash, checks, drafts, notes, security deposits, books, records, contracts, claims, leases, deeds, files, furniture, certificates, licenses, fixtures, escrow, sales contracts, equipment, and stock certificates or other evidence of ownership related to the Subsidiaries, relating to the Receivership Property and shall continue to

deliver immediately to the Receiver any such property received at any time in the future.

16. Any parties holding claims against Dragul, GDARES and GDAREM or the Receivership Estate shall not be entitled to participate as creditors in the distribution of recoveries from the Receiver's administration of the Receivership Estate and collection and liquidation of the assets thereof, unless such parties: (I) agree not to file or prosecute independent claims such parties may have (a) on insurance policies and surety bonds issued in connection with Dragul, GDARES and GDAREM operations, or (b) against Dragul, GDARES and GDAREM or any of their Representatives, and (II) promptly dismiss any lawsuits currently pending in connection therewith.

17. If necessary, the Receiver may request of this Court letters rogatory or commissions or supplemental orders as necessary to require out-of-state directors, officers, employees, agents, representatives, managers, attorneys, accountants, banks, contractors, or any other person acting in t participation with Dragul, GDARES and GDAREM and their Representatives, through the appropriate court of appropriate jurisdiction, to comply with any of the Orders of this Court.

18. The Receiver shall be compensated for his services at the rate of \$400 per hour, together with reimbursement for all reasonable costs and expenses incurred in connection with his duties, which compensation and reimbursement shall be paid from the assets of the Receivership Estate, proceeds of the disposition of Receivership Property, or the proceeds of loans secured by the Receiver.

19. Except as may be expressly authorized by the Court, Dragul, GDARES and GDAREM and all persons in active participation them, including without limitation, their officers and directors, partners, managers, employees, agents, representatives, attorneys, accountants, banks, contractors, subcontractors, and all who claim under them, are enjoined from:

- (a) Collecting any revenues from the Receivership Property, or withdrawing funds from any bank or other depository account relating to the Receivership Property;
- (b) Binding, or purporting to bind, Dragul, GDARES and GDAREM or the Receivership Estate, to any contract or other obligation;
- (c) Holding themselves out as, or acting or attempting to take any and all actions of any kind or nature as Representatives of Dragul, GDARES and GDAREM, or subsidiary entities they own or control, or in any other purported capacity, except with the permission of the Receiver or by further order of this Court; and
- (d) Otherwise interfering with the operation of the Receivership Property, or the Receiver's discharge of his duties hereunder.

20. Upon receipt of a copy of this Order, or upon actual knowledge of the entry of this Order, any other person or business entity shall also be bound by this Order.

21. Should the Receiver determine that tax returns were not filed for periods prior to the entry of this Order for which tax returns were required of

Dragul, GDARES and GDAREM, as funds are available in the Receivership Estate, the Receiver shall use reasonable efforts to have prepared and filed tax returns for any missing periods prior to the entry of this Order. To the extent it is determined that any outstanding tax obligations are due to the Internal Revenue Service, the Colorado Department of Revenue, or any other taxing authorities for any period of time prior to the entry of this Order, such taxes shall be paid, as funds are available in the Receivership Estate. The Receiver shall not be considered a responsible person, or otherwise have any personal liability, for any unpaid tax obligations of Dragul, GDARES and GDAREM (including for any trust fund taxes, such as payroll or sales tax) withheld but not paid to the proper taxing authority for any period prior to the entry of this Order. The Receiver shall file tax returns for periods commencing on the date of the entry of this Order through completion of the dissolution of Dragul, GDARES and GDAREM and discharge of the Receiver, as required by applicable federal, state, or local law.

22. The Receiver is directed and empowered to apply revenues, incomes and sales proceeds collected by the Receiver:

(a) First, to payment of costs and expenses of the Receivership Estate, and including the costs and expenses of preserving and liquidating the Receivership Property, taxes incurred from the appointment of the Receiver through the conclusion of the Receivership Proceeding and discharge of the Receiver, and to compensation due the Receiver and any employees, consultants, or professionals retained by the Receiver or employed by the Receiver to operate

GDARES or GDAREM;

(b) Second, to the payment of any outstanding Receiver's

Certificates;

(c) Third, to creditors holding obligations secured by the Receivership Property, in the order of their priority of record;

(d) Fourth, to the payment of any unsecured tax obligations determined to be due for periods prior to the entry of this Order, pursuant to the tax filing obligations imposed on the Receiver;

(e) Fifth, to the payment of unsecured creditors determined to hold legitimate claims against Dragul, GDARES and GDAREM pursuant to the claims administration procedure adopted by the Receiver, in their legal order of priority; and

(f) Sixth, to the preferred and common partners, members, or other equity interest holders of Dragul, GDARES and GDAREM, as their rights are defined in their governing documents, with the exception of any rights or interests held or owned by or for the benefit of Dragul, GDARES or GDAREM, or any insiders or related parties, with all such rights or interests to be determined by the Court.

23. The debts or liabilities incurred by the Receiver in the course of his operation and management of the Receivership Property, whether in the Receiver's name or in the name of the Receivership Property, shall be the debts and

obligations of the Receivership Estate only, and not of the Receiver in a personal capacity.

24. The Receiver shall enjoy and have the judicial immunity usually applicable to receivers in law and equity. All who are acting, or have acted, on behalf of the Receiver at the request of the Receiver are protected and privileged with the same judicial immunity as the Receiver has under this Order.

25. Nothing herein contained shall be construed as interfering with or invalidating any lawful lien or claim by any person or entity.

26. It is further Ordered that all actions in equity or at law against the Receiver, Dragul, GDARES and GDAREM, or the Receivership Estate are hereby enjoined (and any actions already pending are hereby stayed), pending further action by this Court. The Receiver is instructed to file a request for an Order to Show Cause if any business, entity, or person commences or continues the prosecution of any action in any other court seeking relief in equity or at law against the Receiver, Dragul, GDARES and GDAREM or the Receivership Estate without first seeking relief from this stay of proceedings.

27. The Receiver shall continue in possession of the Receivership Property until the completion of the disposition of this litigation which may anticipate the wind-up of the affairs of Dragul, GDARES and GDAREM.

28. Dragul, GDARES and GDAREM, and their Representatives, or anyone else in possession of records related to the Receivership Property, shall respond in a timely fashion to requests and inquiries from the Receiver concerning

such records, record keeping protocols, filing systems, information sources, algorithms and processes used to store, compile, organize, or manipulate data, and similar matters. With respect to any information or records stored in computer-readable form or located on computers Dragul, GDARES and GDAREM, and their Representatives, the person in possession of such information or records shall provide the Receiver full access to all media on which such records are located and all computers and the necessary application, system, and other software necessary to review, understand, print, and otherwise deal with such computerized records and all passwords and security codes necessary to access such computerized records, regardless of whether such records are separate or commingled with other information, except that information subject to the attorney-client privilege held by Dragul in his personal capacity shall remain privileged. Any such claimed privileged information, or information that may reasonably be considered to be privileged information, obtained by Receiver or commingled with other information shall be disgorged by the Receiver and notice given to Dragul regarding the privileged information and its disposition by the Receiver. In the event that the Receiver questions or disputes that any such information is privileged, the dispute shall be submitted to the Court, together with the disputed information for in camera review.

29. The Receiver may at any time, on proper and sufficient notice to all parties who have appeared in this action, apply to this Court for further

instructions whenever such instructions shall be deemed to be necessary to enable the Receiver to perform the duties of his office properly.

30. Notwithstanding anything to the contrary contained in this Order, the Receiver shall not take any action with regard to ownership, operation, control, storage, generation, or disposal of (a) any substance deemed a "hazardous substance", "pollutant," "contaminant", or similar substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675, the Conservation and Recovery Act of 1976, the Solid Waste Amendments of 1984, the Superfund Amendments and Reauthorization Act of 1986, and any other amendments; or (b) any other chemical, toxin, pollutant or substance defined as hazardous or dangerous to human health under any other federal, state or local law, regulation, rule or ordinance, including, without limitation thereto, petroleum, crude oil, or any fraction thereof (all collectively referred to herein as "Hazardous Substances"), without first applying for an obtaining an Order of this Court specifically setting forth the action or actions proposed to be taken and to be taken by the Receiver. Without first applying for and obtaining such an Order of this Court, the Receiver shall have no ownership, control, authority or power (neither shall receiver have any obligation to exercise ownership, control, authorize or power) over the operation, storage, generation or disposal of any Hazardous Substance. All decisions relating to the ownership, operation, control, storage, generation and disposal of any Hazardous Substances shall be resolved by this Court.

31. The Receiver shall take appropriate action as necessary with respect to the January 20, 2015 "CDPHE Stipulation and Order," as defined and with background provided in the Motion Appointing Receiver.

32. Pursuant to C.R.C.P. 66(d)(3), the Receiver shall provide written notice of this action and entry of this Order to any persons in possession of Receivership Property or otherwise affected by this Order, including all known Creditors of Dragul, GDARES and GDAREM, subsidiaries and any their respective Representatives.

33. After the initial report required pursuant to this Order, the Receiver shall make periodic reports of the condition of the Receivership Estate on intervals to be agreed to by the Receiver and the Commissioner as is reasonably necessary to provide timely reporting of the operations of the Receivership Estate to all interested parties, without imposing undue burden and expense on the Receivership Estate. The Receiver shall not be required to, but as reasonably necessary, may follow generally accepted accounting principles or use auditors or accountants in the preparation of his reports to the Court.

34. Court approval of any motion filed by the Receiver shall be given as a matter of course, unless any party objects to the request for Court approval within ten (10) days after service by the Receiver or written notice of such request. Service of motions by facsimile and electronic transmission is acceptable.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for all purposes. The Receiver is hereby authorized, empowered and

directed to apply to this Court, with notice to the Commissioner for issuance of such other Orders as may be necessary and appropriate in order to carry out the mandate of this Court.

IT IS FURTHER ORDERED that this Order shall be effective immediately and will remain in effect until terminated or modified by further Order of this Court.

DATED this _____ day of August, 2018.

BY THE COURT:

MARTIN F. EGELHOFF
Denver District Court Judge

EXHIBIT C

EXHIBIT C

Residential Properties Occupancy / Sale to Dragul Family Members

The Receivership Estate includes five (5) properties, listed below, that are occupied by, or otherwise made available to, Dragul family members. Buyer, at Buyer's discretion, may allow Dragul family members to continue to occupy the below properties, or may sell or otherwise transfer the below properties to Dragul family members, based on terms and conditions that Buyer deems appropriate.

1.	<p><u>Property:</u> 5455 Landmark Pl., #509, Greenwood Village, CO 80111 <u>Owner:</u> 5455 Landmark Place 17, LLC <u>Legal Description:</u> Unit 509, Landmark Towers Condominium, according to the Condominium Map thereof, recorded on May 5, 2008 at Reception Number 88051568, and all Amendments and/or Supplements thereof, in the Records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado, and as defined and described in the Landmark Towers Condominium Declaration recorded on May 5, 2008 at Reception Number 88051569, in said Records, and all Amendments and/or Supplements thereof, and subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Landmark Village center Master Community recorded on March 26, 2008 at Reception Number 88035117, and all Amendments and/or Supplements thereof, County of Arapahoe, State of Colorado.</p>
2.	<p><u>Property:</u> 891 14th Street, #2417, Denver, CO 80202 <u>Owner:</u> 891 Fourteenth Street 16, LLC <u>Legal Description:</u> Parcel A: Unit 2417, Spire, according to the Condominium Declaration thereof recorded on March 26, 2010 at Reception No. 2010033284 and the Condominium Map thereof recorded on March 26, 2010 at Reception No. 2010033285 in the Records of the Clerk and Recorder of Denver, State of Colorado, as Amended from time to time. Parcel B: Parking Space Unit 571, Spire, according to the Condominium Declaration thereof recorded March 26, 2010 at Reception No. 2010033284 and the Condominium Map thereof recorded March 26, 2010 at Reception No. 2010033285 in the Records of the City and County of Denver, State of Colorado, as Amended from time to time.</p>
3.	<p><u>Property:</u> 41 South Fairway, Beaver Creek, CO 81620 <u>Owner:</u> 41 South Fairway 17, LLC <u>Legal Description:</u> Lot 19, Block 1, Tract 1, Beaver Creek Subdivision, Fourth Filing, according to the Plat recorded July 1, 1980 in Book 304 at Page 875, County of Eagle, State of Colorado</p>

4.	<p><u>Property:</u> 1660 N. LaSalle Drive, #3909, Chicago, IL 61614</p> <p><u>Owner:</u> 1600 North LaSalle 16, LLC</p> <p><u>Legal Description:</u> Parcel 1: Lot 2, the South 50 ½ feet of Lot 3, the East 74 feet of Lot 3 (except the South 50 1/2 feet thereof) and the East 74 feet of Lots 4 and 5 (except that part of Lot 5 falling in Eugenie Street) all in Gale's North Addition to Chicago, a Subdivision of the South West 1/4 of the-South East 1/4 Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.</p> <p>Parcel 2: Lots 1 and 2 and that part of Lot 3 falling within the North 113.62 feet of original Lot 1 in Wood and others subdivision of said original Lot 1 in Gale's North Addition to Chicago aforesaid, in Cook County, Illinois.</p> <p>Parcel 3: Lots 1 to 9, both inclusive, (except that par lying between the West line of North LaSalle Street and a line drawn through the South West corner of Eugenie Street and North LaSalle Street and through a point on the South Line of Lot 10, 14 feet West of the West line of North LaSalle Street) all in Block "B" in the County Clerk's Division of Portions of Unsubdivided land lying between the East Line of Gale's North Addition to Chicago aforesaid and the West line of North Clark Street, all in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document number 24558738, together with their undivided percentage interest in the common elements, in Cook County, Illinois.</p>
5.	<p><u>Property:</u> 1660 N. LaSalle Drive, #4205, Chicago, IL 61614</p> <p><u>Owner:</u> 4205 North LaSalle 16, LLC</p> <p><u>Legal Description:</u> TBD</p>

EXHIBIT D

EXHIBIT D

CONTRACT TO BUY AND SELL REAL ESTATE

PROPERTIES SUBJECT TO BROKER LISTING AGREEMENT FOR WHICH COMMISSION IS TO BE PAID BY BUYER

Property	Broker	Rate	List Price	Comm'n
5722 South Lansing Court, Denver, CO	Brendan Moran Madison & Company	2.7%	\$460,000	\$12,690
3555 South Holly Street, Denver, CO	Brendan Moran Madison & Company	2.7%	\$575,000	\$15,525
1777 Larimer Street, #703, Denver, CO	Brendan Moran Madison & Company	2.7%	\$460,000	\$12,420
1777 Larimer Street, #901, Denver, CO	Brendan Moran Madison & Company	2.7%	\$470,000	\$12,690
41 S. Fairway, Beaver Creek, CO	Andrew Keiser Berkshire Hathaway HomeServices	3.0%	\$2,145,000	\$64,350

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202	DATE FILED: May 10, 2019 4:03 PM FILING ID: 543F8C9999364 CASE NUMBER: 2018CV33011
Plaintiff: Chris Myklebust, Securities Commissioner for the State of Colorado	▲ COURT USE ONLY ▲
v.	Case No.: 2018CV33011
Defendant: Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC	Division/Courtroom: 424
ORDER GRANTING RECEIVER'S MOTION FOR ORDER AUTHORIZING SALE OF ESTATE'S INTEREST IN 22 RESIDENTIAL PROPERTIES	

THIS MATTER is before the Court on the Receiver's Motion for Order Authorizing Sale of Estate's Interest in 22 Residential Properties (the "Motion") filed by Harvey Sender, the duly appointed Receiver in this case (the "Receiver"). The Court has reviewed the Motion and the file and is otherwise advised.

THE COURT HEREBY FINDS THAT: On August 30, 2018, the Court entered a Stipulated Order Appointing Receiver (the "Receivership Order") appointing Harvey Sender of Sender & Smiley, LLC as receiver for Dragul, GDA Real Estate Services, LLC, GDA Real Estate Management, LLC, and related entities, their respective properties and assets, and interests and management rights in related affiliated and subsidiary businesses (the "Receivership Estate" or the "Estate"). The Estate's equity and management rights in the Residential Properties (as defined in the Motion) is property of the Estate the Receiver is authorized to sell under the Receivership Order.

THE COURT FURTHER FINDS THAT sale of the Residential Properties is in the best interest of the Estate and its creditors, that due and proper notice of the Motion was given by the Receiver in compliance with this Court's prior orders and applicable law, and that no further notice is required. Accordingly, the

COURT HEREBY ORDERS that the Motion is GRANTED in its entirety. The Receiver is hereby authorized to sell the Residential Properties on the terms and conditions set forth in the Motion and the Sale Contract attached to the Motion, and to take any and all further actions necessary to consummate the sale in accordance with the Sale Contract. With respect to the Residential Properties, this Order supersedes any restriction, limitation, or injunction imposed by this Court's August 15, 2018, Temporary Restraining Order, Order Freezing Assets, Order of Non-Destruction of Records.

Dated: _____, 2019.

BY THE COURT:

Hon. District Court Judge