

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBSF1-9-12) (Mandatory 1-13)

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

**CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)
(Colorado Foreclosure Protection Act)**

AGREEMENT

Date: _____

1. AGREEMENT. Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, 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, _____, will take title to the Property

described below as **Joint Tenants** **Tenants In Common** **Other** _____.

2.2. Assignability and Inurement. This Contract **Shall** **Shall Not** be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. Seller. 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:

known as No. _____
Street Address _____ City _____ State _____ Zip _____

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

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

2.5.1. Fixtures. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions** (§ 2.6): lighting, heating, plumbing, ventilating and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including _____ remote controls.

Other Fixtures:

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. Personal Property. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions** (§ 2.6): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: **Water Softeners** **Smoke/Fire Detectors** **Carbon Monoxide Alarms** **Security Systems** **Satellite Systems** (including satellite dishes).

Other Personal Property:

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____.
Conveyance shall be by bill of sale or other applicable legal instrument.

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

55 _____; and Use Only Ownership of the following storage facilities: _____.

56 **2.5.4. Water Rights, Water and Sewer Taps.**

57 **2.5.4.1. Deeded Water Rights.** The following legally described water rights:

58
59 Any water rights shall be conveyed by _____ **Deed** **Other** applicable legal instrument.

60 **2.5.4.2. Well Rights.** If any water well is to be transferred to Buyer, Seller agrees to supply required
61 information about such well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic
62 Exempt Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership
63 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of
64 Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of
65 registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the
66 Division within sixty days after Closing. The Well Permit # is _____.

67 **2.5.4.3. Water Stock Certificates:**

68
69 **2.5.4.4. Water Tap Sewer Tap**

70
71
72 **Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time**
73 **and other restrictions for transfer and use of the tap.**

74 **2.5.4.5. Other Rights:**

75
76
77 **2.6. Exclusions.** The following items are excluded (Exclusions):

78
79
80 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title and Association	
2	§ 7.1	Record Title Deadline	
3	§ 7.5	Exceptions Request Deadline	
4	§ 8.1	Record Title Objection Deadline	
5	§ 8.2	Off-Record Title Deadline	
6	§ 8.2	Off-Record Title Objection Deadline	
7	§ 8.3	Title Resolution Deadline	
8	§ 7.6	Association Documents Deadline	
9	§ 7.6	Association Documents Objection Deadline	
10	§ 8.5	Right of First Refusal Deadline	
		Seller's Property Disclosure	
11	§ 10.1	Seller's Property Disclosure Deadline	
		Loan and Credit	
12	§ 5.1	Loan Application Deadline	
13	§ 5.2	Loan Objection Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Documents Deadline	
17	§ 5.4	Existing Loan Documents Objection Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	
		Appraisal	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
		Survey	
21	§ 9.1	Current Survey Deadline	
22	§ 9.2	Current Survey Objection Deadline	
		Inspection and Due Diligence	
23	§ 10.2	Inspection Objection Deadline	

Item No.	Reference	Event	Date or Deadline
24	§ 10.3	Inspection Resolution Deadline	
25	§ 10.5	Property Insurance Objection Deadline	
26	§ 10.6	Due Diligence Documents Delivery Deadline	
27	§ 10.7	Due Diligence Documents Objection Deadline	
28	§ 10.8	Conditional Sale Deadline	
		Closing and Possession	
29	§ 12.3	Closing Date	
30	§ 17	Possession Date	
31	§ 17	Possession Time	
32	§ 28	Acceptance Deadline Date	
33	§ 28	Acceptance Deadline Time	

81 **Note: Applicability of Terms.**

82 Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such
83 provision in **Dates and Deadlines** (§ 3), including any deadline, is not applicable and the corresponding provision of this Contract
84 to which reference is made is deleted.

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

86 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal Deadline** (§ 3) does **Not** apply to **FHA**
87 insured or **VA** guaranteed loans.

88 **4. PURCHASE PRICE AND TERMS.**

89 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

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

90 **4.2. Seller Concession.** Seller, at Closing, shall credit, as directed by Buyer, an amount of \$_____ to assist
91 with any or all of the following: Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any
92 amounts that Seller agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost,
93 charge, expense or expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller
94 Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller
95 Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing
96 Statement, Closing Disclosure or HUD-1, at Closing.

97 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of _____,
98 shall be payable to and held by _____
99 (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered, by
100 Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. The
101 parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or
102 before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund
103 established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that
104 any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to
105 such fund.

106 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
107 time of tender of this Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

108 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer shall be
109 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
110 provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to

111 execute and return to Buyer or Broker working with Buyer, written mutual instructions, i.e., Earnest Money Release form, within
112 three days of Seller's receipt of such form.

113 **4.4. Form of Funds; Time of Payment; Funds Available.**

114 **44.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
115 and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
116 check, savings and loan teller's check and cashier's check (Good Funds).

117 **4.4.2. Available Funds.** All funds required to be paid at Closing or as otherwise agreed in writing between the
118 parties shall be timely paid to allow disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT.**
119 Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable and
120 available in an amount not less than the amount stated as Cash at Closing in § 4.1.

121 **4.5. New Loan.**

122 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan
123 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

124 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
125 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

126 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
127 Conventional FHA VA Bond Other _____.

128 **4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions
129 and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with
130 a good faith estimate of Buyer's closing costs within three days after Buyer completes a loan application. Buyer should also obtain
131 an estimate of the amount of Buyer's monthly mortgage payment. If the New Loan is unsatisfactory to Buyer, Buyer has the Right
132 to Terminate under § 25.1 on or before **Loan Objection Deadline** (§ 3).

133 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption
134 Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest
135 presently at the rate of _____% per annum, and also including escrow for the following as indicated: Real Estate Taxes
136 Property Insurance Premium Mortgage Insurance Premium and _____.

137 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate shall
138 not exceed _____% per annum and the new payment shall not exceed \$ _____ per _____ principal and
139 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,
140 which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, then Buyer has
141 the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on the reduced amount of the actual principal balance.

142 Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the requirements for
143 release from liability shall be evidenced by delivery on or before **Loan Transfer Approval Deadline** (§ 3) at **Closing** of
144 an appropriate letter of commitment from lender. Any cost payable for release of liability shall be paid by _____
145 in an amount not to exceed \$ _____.

146 **4.7. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to _____,
147 as Joint Tenants Tenants In Common Other _____, on the note form as indicated:
148 (Default Rate) NTD81-10-06 Other _____ secured by a _____
149 (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:

150 Due on Transfer – Strict (TD72-8-10) Due on Transfer – Creditworthy (TD73-8-10) Assumable – Not Due on
151 Transfer (TD74-8-10) Other _____.

152 The promissory note shall be amortized on the basis of _____ Years Months, payable at \$ _____
153 per _____ including principal and interest at the rate of _____% per annum. Payments shall commence _____
154 _____ and shall be due on the _____ day of each succeeding _____. If not sooner paid, the
155 balance of principal and accrued interest shall be due and payable _____ after Closing. Payments Shall
156 **Shall Not** be increased by _____ of estimated annual real estate taxes, and Shall **Shall Not** be increased by
157 _____ of estimated annual property insurance premium. The loan shall also contain the following terms: (1) if any
158 payment is not received within _____ days after its due date, a late charge of _____% of such payment shall be due; (2)
159 interest on lender disbursements under the deed of trust shall be _____% per annum; (3) default interest rate shall be
160 _____% per annum; (4) Buyer may prepay without a penalty except _____; and (5)
161 Buyer Shall **Shall Not** execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting
162 the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.

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

165 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

166 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
167 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make an application verifiable
168 by such lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.

169 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
170 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
171 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.
172 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline** (§ 3), if the New Loan is not satisfactory to
173 Buyer, in Buyer's sole subjective discretion. **IF SELLER DOES NOT TIMELY RECEIVE WRITTEN NOTICE TO**
174 **TERMINATE, BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE**, except as otherwise provided in this
175 Contract (e.g., Appraisal, Title, Survey).

176 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by
177 executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional
178 (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at
179 Seller's sole subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 3),
180 at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and
181 credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial
182 ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and
183 not released to others except to protect Seller's interest in this transaction; and (4) in the event Buyer is to execute a promissory
184 note secured by a deed of trust in favor of Seller, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval
185 of the terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's
186 New Loan (Buyer's New Senior Loan). If the Cash at Closing is less than as set forth in § 4.1 of this Contract or Buyer's New
187 Senior Loan changes from that approved by Seller, Seller has the Right to Terminate under § 25.1, at or before Closing. If Seller
188 disapproves of Buyer's financial ability, creditworthiness or Buyer's New Senior Loan, in Seller's sole subjective discretion, Seller
189 has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3).

190 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan
191 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the
192 sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents.
193 Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline** (§ 3), based on any
194 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the
195 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,
196 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 3), this Contract shall
197 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective
198 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth
199 in § 4.6.

200 **6. APPRAISAL PROVISIONS.**

201 **6.1. Lender Property Requirements.** If the lender imposes any requirements or repairs (Requirements) to be made to
202 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to
203 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the
204 Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this
205 § 6.1 does not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement
206 regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in
207 writing by Buyer.

208 **6.2. Appraisal Condition.** The applicable Appraisal provision set forth below shall apply to the respective loan type set
209 forth in § 4.5.3, or if a cash transaction, i.e. no financing, § 6.2.1 shall apply.

210 **6.2.1. Conventional/Other.** Buyer has the sole option and election to terminate this Contract if the Property's
211 valuation, determined by an appraiser engaged on behalf of _____, is less than the
212 Purchase Price. The appraisal must be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the
213 Right to Terminate under § 25.1, on or before **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the
214 Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's
215 valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

216 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser
217 (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of
218 Earnest Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA
219 requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct

220 Endorsement lender, setting forth the appraised value of the Property of not less than \$_____. The Purchaser (Buyer)
221 shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the
222 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
223 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should
224 satisfy himself/herself that the price and condition of the Property are acceptable.

225 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
226 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
227 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department
228 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of
229 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

230 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by
231 **Buyer** **Seller**. The cost of the appraisal may include any or all fees paid to the appraiser, appraisal management company,
232 lender's agent or all three.

233 **7. EVIDENCE OF TITLE AND ASSOCIATION DOCUMENTS.**

234 **7.1. Seller Selects Title Insurance Company.** If this box is checked, Seller shall select the title insurance company
235 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller shall furnish to
236 Buyer a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if
237 this box is checked, an **Abstract** of title certified to a current date. Seller shall cause the title insurance policy to be issued and
238 delivered to Buyer as soon as practicable at or after Closing.

239 **7.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer shall select the title insurance company
240 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer shall furnish to
241 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
242 If neither box in § 7.1 or § 7.2 is checked, § 7.1 applies.

244 **7.3. Owner's Extended Coverage (OEC).** The Title Commitment **Shall** **Shall Not** commit to delete or insure
245 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4)
246 unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes,
247 assessments and unredeemed tax sales prior to the year of Closing (OEC).

248 **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

249 **7.3.1. Premium for OEC.** If the title insurance company agrees to provide an endorsement for OEC, any
250 additional premium expense to obtain an endorsement for OEC shall be paid by **Buyer** **Seller** **One-Half by Buyer and**
251 **One-Half by Seller** **Other** _____.

252 **7.4. Buyer's Right to Review Title Commitment and Title Documents.** Buyer has the right to review the Title
253 Commitment, its provisions and Title Documents (defined in § 7.5), and if not satisfactory to Buyer, Buyer may exercise Buyer's
254 rights pursuant to § 8.1.

255 **7.5. Copies of Exceptions.** Unless the box in § 7.2 is checked (Buyer Selects Title Insurance Company), on or before
256 **Record Title Deadline** (§ 3), Seller, at Seller's expense, shall furnish to Buyer and _____, (1) copies of
257 any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to
258 be furnished, and if this box is checked **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed
259 in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these
260 documents pursuant to this section if requested by Buyer any time on or before **Exceptions Request Deadline** (§ 3). This
261 requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the
262 Property is located. The Abstract or Title Commitment, together with any copies or summaries of such documents furnished
263 pursuant to this section, constitute the title documents (collectively, Title Documents).

264 **7.5.1. Existing Abstracts of Title.** Seller shall deliver to Buyer copies of any abstracts of title covering all or any
265 portion of the Property (Abstract) in Seller's possession on or before **Record Title Deadline** (§ 3).

266 **7.6. Homeowners' Association Documents.** Homeowners' Association Documents (Association Documents) consist of
267 the following:

268 **7.6.1.** All Homeowners' Association declarations, bylaws, operating agreements, rules and regulations, party wall
269 agreements;

270 **7.6.2.** Minutes of most recent annual owners' meeting;

271 **7.6.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
272 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.6.1, 7.6.2 and 7.6.3,
273 collectively, Governing Documents).

274 **7.6.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
275 and most recent income and expenditures statement, (3) annual budget, and (4) reserve study, if any (collectively, Financial
276 Documents).

277 **7.6.5. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
278 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER
279 OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE
280 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
281 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
282 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
283 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
284 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
285 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
286 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
287 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
288 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
289 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
290 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
291 THE ASSOCIATION.

292 **7.6.6. Association Documents to Buyer.**

293 **7.6.6.1. Seller to Provide Association Documents.** Seller shall cause the Association Documents to be
294 provided to Buyer, at Seller's expense, on or before **Association Documents Deadline** (§ 3).

295 **7.6.6.2. Seller Authorizes Association.** Seller authorizes the Association to provide the Association
296 Documents to Buyer, at Seller's expense.

297 **7.6.6.3. Seller's Obligation.** Seller's obligation to provide the Association Documents shall be fulfilled
298 upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

299 **Note:** If neither box in this § 7.6.6 is checked, the provisions of § 7.6.6.1 shall apply.

300 **7.6.7. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the
301 Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory
302 provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association
303 Documents after **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by
304 Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer
305 does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by
306 Seller after **Closing Date** (§ 3), Buyer's Notice to Terminate shall be received by Seller on or before **Closing** (§ 12.3). If Seller
307 does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as
308 satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.5.

310 **8. RECORD TITLE AND OFF-RECORD TITLE.**

311 **8.1. Record Title.** Buyer has the right to review and object to any of the Title Documents (Right to Object to Title,
312 Resolution), as set forth in § 8.3. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment,
313 notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If Buyer objects to any of
314 the Title Documents, Buyer shall cause Seller to receive Buyer's Notice to Terminate or Notice of Title Objection on or before
315 **Record Title Objection Deadline** (§ 3). If Title Documents are not received by Buyer, on or before the **Record Title Deadline**
316 (§ 3), 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
317 and the modified Title Commitment shall be delivered to Buyer. Buyer shall cause Seller to receive Buyer's Notice to Terminate
318 or Notice of Title Objection on or before ten days after receipt by Buyer of the following documents: (1) any required Title
319 Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If
320 Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.1 (Record Title), any title objection
321 by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title, Resolution). If Seller
322 does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer
323 accepts the condition of title as disclosed by the Title Documents as satisfactory.

324 **8.2. Off-Record Title.** Seller shall deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all
325 existing surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including,
326 without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without
327 limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record
328 Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by
329 public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights). Buyer's Notice to
330 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,
331 notwithstanding § 13), in Buyer's sole subjective discretion, shall be received by Seller on or before **Off-Record Title Objection**
332 **Deadline** (§ 3). If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.2 (Off-Record
333 Title), any title objection by Buyer and this Contract shall be governed by the provisions set forth in § 8.3 (Right to Object to Title,
334 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection on or before **Off-Record Title**

335 **Objection Deadline** (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.
336 Unless disclosed in writing, Seller represents and warrants that there are no Off-Record Matters.

337 **8.3. Right to Object to Title, Resolution.** Buyer's Right to Object to Title includes, but is not limited to those matters
338 set forth in §§ 8.1 (Record Title), 8.2 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion
339 (collectively, Right to Object to Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer shall have
340 the option to either (1) object to the condition of title, or (2) terminate this Contract.

341 **8.3.2. Title Resolution.** If Seller receives Buyer's Notice of Title Objection, as provided in § 8.1 (Record Title) or
342 § 8.2 (Off-Record Title), on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement
343 thereof on or before **Title Resolution Deadline** (§ 3), this Contract shall terminate on the expiration of **Title Resolution Deadline**
344 (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive
345 objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**
346 (§ 3).

347 **8.3.3. Right to Terminate – Title Objection.** Buyer has the Right to Terminate under § 25.1, on or before the
348 applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

349 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
350 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
351 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
352 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
353 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
354 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
355 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
356 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**
357 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
358 **RECORDER, OR THE COUNTY ASSESSOR.**

359 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline** (§ 3), based on any
360 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

361 **8.5. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to
362 approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder
363 of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall
364 terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full
365 force and effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal
366 or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract shall then terminate.

367 **8.6. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
368 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
369 including, without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements,
370 leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and
371 environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of the**
372 **surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in**
373 **oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to**
374 **enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to
375 timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., **Record**
376 **Title Objection Deadline** (§ 3) and **Off-Record Objection Deadline** (§ 3)].

377 9. CURRENT SURVEY REVIEW.

378 **9.1. Current Survey Conditions.** If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment
379 or the provider of the opinion of title if an Abstract, and _____ shall receive a Current Survey, i.e.,
380 Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current
381 Survey), on or before **Current Survey Deadline** (§ 3). The Current Survey shall be certified by the surveyor to all those who are
382 to receive the Current Survey.

383 **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, Seller Buyer shall order
384 or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

385 **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location
386 Certificate, shall be an Improvement Survey Plat _____. The parties agree that payment of the cost of
387 the Current Survey and obligation to order or provide the Current Survey shall be as follows:
388
389
390

391 **9.2. Current Survey Objection.** Buyer has the right to review and object to the Current Survey. Buyer has the Right to
392 Terminate under § 25.1, on or before the **Current Survey Objection Deadline** (§ 3), if the Current Survey is not timely received
393 by Buyer or based on any unsatisfactory matter with the Current Survey, notwithstanding § 8.2 or § 13.

394

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

397 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to deliver to
398 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
399 by Seller to Seller's actual knowledge, current as of the date of this Contract.

400 **10.2. Inspection Objection.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the
401 Property to Buyer in an "as is" condition, "where is" and "with all faults." Seller shall disclose to Buyer, in writing, any latent
402 defects actually known by Seller. Buyer, acting in good faith, has the right to have inspections (by one or more third parties,
403 personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property,
404 including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
405 mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and
406 communication services), systems and components of the Property, e.g. heating and plumbing, (4) any proposed or existing
407 transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect
408 or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer shall, on or before
409 **Inspection Objection Deadline** (§ 3):

410 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

411 **10.2.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
412 Buyer requires Seller to correct.

413 Buyer has the Right to Terminate under § 25.1, on or before **Inspection Objection Deadline** (§ 3), if the Property or
414 Inclusions are unsatisfactory, in Buyer's sole subjective discretion.

415 **10.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
416 **Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution**
417 **Deadline** (§ 3), this Contract shall terminate on **Inspection Resolution Deadline** (§ 3) unless Seller receives Buyer's written
418 withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**
419 (§ 3).

420 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
421 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
422 Buyer's request (Work) and shall pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
423 shall not permit claims or liens of any kind against the Property for Work performed on the Property at Buyer's request. Buyer
424 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller
425 and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
426 Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable
427 attorney fees, legal fees and expenses. The provisions of this section shall survive the termination of this Contract. This § 10.4
428 does not apply to items performed pursuant to an Inspection Resolution.

429 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
430 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
431 **Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

432 **10.6. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to
433 the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3):

434 **10.6.1.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property, if
435 any (Leases).

436 **10.6.2.** Other documents and information:
437
438
439
440

441 **10.7. Due Diligence Documents Conditions.** Buyer has the right to review and object to Due Diligence Documents, in
442 Buyer's sole subjective discretion, and has the right to object if Seller fails to deliver to Buyer all Due Diligence Documents.
443 Buyer shall also have the unilateral right to waive any condition herein.

444 **10.7.1. Due Diligence Documents Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Due**
445 **Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory matter with the Due Diligence Documents, in
446 Buyer's sole subjective discretion. If all Due Diligence Documents under § 10.6 are not received by Buyer on or before **Due**

447 **Diligence Documents Delivery Deadline** (§ 3), then Buyer has the Right to Terminate under § 25.1 on or before the earlier of ten
448 days after **Due Diligence Documents Objection Deadline** (§ 3) or Closing.

449 **10.8. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
450 owned by Buyer and commonly known as _____. Buyer, has the Right to
451 Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before **Conditional Sale Deadline** (§ 3) if such
452 property is not sold and closed by such deadline. This § 10.8 is for the sole benefit of Buyer. If Seller does not receive Buyer's
453 Notice to Terminate on or before **Conditional Sale Deadline** (§ 3), Buyer waives any Right to Terminate under this provision.

454 **10.9. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
455 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water
456 for the Property. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit. There is **No Well**.
457 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
458 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
459 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

460 **10.10. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a
461 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties
462 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within
463 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

464 **10.11. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings
465 for which a building permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based
466 Paint Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the
467 completed and fully executed form prior to the time when this Contract is signed by all parties. Buyer acknowledges timely receipt
468 of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

469 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,
470 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was
471 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further
472 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
473 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's
474 written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the
475 Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of
476 the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer shall promptly give written notice to Seller of the
477 results of the test.

478 **11. COLORADO FORECLOSURE PROTECTION ACT.** The Colorado Foreclosure Protection Act (Act) generally applies
479 if: (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) Buyer's purpose in purchase
480 of the Property is not to use the Property as Buyer's personal residence, and (4) the Property is in foreclosure or Buyer has notice
481 that any loan secured by the Property is at least thirty days delinquent or in default. If the transaction is a Short Sale transaction
482 and a Short Sale Addendum is part of this Contract, the Act does not apply. Each party is further advised to consult an attorney.

483 **11.1. Buyer and Seller agree to all of the following five conditions:**

484 **11.1.1. Buyer will not assume any financial or legal obligations of Seller;**

485 **11.1.2. There are no rental agreements or leases for the Property between Buyer and Seller;**

486 **11.1.3. Seller does not have an option or right to repurchase the Property;**

487 **11.1.4. A Notice of Cancellation and Seller Warning are attached to this Contract; and**

488 **11.1.5. No consideration shall be paid to Seller prior to the expiration of Seller's right to cancel this Contract.**

489 **11.2.** Seller's principal language is _____. If English is not the Seller's principal language
490 and the Homeowner Warning Notice (HWN65-8-10) has not been translated to the Seller's principal language prior to Seller
491 signing this Contract, this document shall be void and of no effect.

492 **11.3.** If this § 11.3, § 11.2, or any of the five conditions in § 11.1 above are deleted, changed, modified or amended at any
493 time prior to or at Closing, the parties agree that this Contract shall be void and of no effect.

494 **CLOSING PROVISIONS**

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

496 **12.1. Closing Documents and Closing Information.** Seller and Buyer shall cooperate with the Closing Company to
497 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
498 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender shall be required to provide the
499 Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer
500 and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete
501 this transaction. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

502 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are** **Are Not** executed with
503 this Contract.

504 **12.3. Closing.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified
505 as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by
506 _____.

507 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
508 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

514 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
515 accepted by Buyer in accordance with **Record Title** (§ 8.1),

516 **13.2.** Distribution utility easements (including cable TV),

517 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual
518 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.2) and **Current Survey Review** (§ 9),

519 **13.4.** Inclusion of the Property within any special taxing district, and

520 **13.5.** Other _____.

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

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

524 **15.1. Closing Costs.** Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required
525 to be paid at Closing, except as otherwise provided herein.

526 **15.2. Closing Services Fee.** The fee for real estate closing services shall be paid at Closing by **Buyer** **Seller**
527 **One-Half by Buyer and One-Half by Seller** **Other** _____.

528 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
529 assessments (Status Letter) shall be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **None**.
530 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
531 or title of such fee (Association's Transfer Fee) shall be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by**
532 **Seller** **None**. See § 15.5 for Private Transfer Fees.

533 **15.4. Local Transfer Tax.** **The Local Transfer Tax** of _____% of the Purchase Price shall be paid at Closing by
534 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **None**.

535 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
536 as community association fees, developer fees and foundation fees, shall be paid at Closing by **Buyer** **Seller** **One-Half**
537 **by Buyer and One-Half by Seller** **None**. The Private Transfer fee, whether one or more, is for the following association(s):
538 _____ in the total amount of _____% of the Purchase Price or \$_____.

539 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed:
540 \$_____ for **Water Stock/Certificates** **Water District**
541 \$_____ for **Augmentation Membership** **Small Domestic Water Company** _____ and must be
542 paid at Closing by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **None**.

543 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by
544 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **None**.

545 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 3), except as otherwise provided:

546 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
547 year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and**
548 **Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
549 veteran exemption or **Other** _____.

550 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller shall transfer or credit to
551 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
552 such transfer and of the transferee's name and address. Seller shall assign to Buyer all Leases in effect at Closing and Buyer shall
553 assume Seller's obligations under such Leases.

554 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
555 advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
556 maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents.

557 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
558 Any special assessment assessed prior to **Closing Date** (§ 3) by the Association shall be the obligation of Buyer Seller.
559 Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's
560 signature hereon, whether assessed prior to or after Closing, shall be the obligation of Seller. Seller represents that the Association
561 Assessments are currently payable at \$_____ per _____ and that there are no unpaid regular or special
562 assessments against the Property except the current regular assessments and _____. Such
563 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
564 deliver to Buyer before **Closing Date** (§ 3) a current Status Letter.

565 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.

566 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

567 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** (§ 3) at **Possession Time** (§ 3),
568 subject to the following Leases or tenancies:

569
570

571 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally
572 liable to Buyer for payment of \$_____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date**
573 (§ 3) and **Possession Time** (§ 3) until possession is delivered.

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

575 **Note:** If the parties agree to execute a Post-Closing Occupancy Agreement, the document should appear in **Attachments** (§ 31).

576

577

GENERAL PROVISIONS

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

579 **18.1. Day.** As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States
580 Mountain Time (Standard or Daylight Savings as applicable).

581 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
582 the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or
583 federal or Colorado state holiday (Holiday), such deadline Shall Shall Not be extended to the next day that is not a
584 Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

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

588 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
589 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller shall be
590 obligated to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**
591 (§ 3), if the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to
592 carry out this Contract despite such Property Damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that
593 were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the
594 amount of any deductible provided for in such insurance policy. Such credit will not exceed the Purchase Price. In the event Seller
595 has not received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option
596 of Buyer, Seller shall assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such
597 insurance policy, but not to exceed the total Purchase Price.

598 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
599 services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged
600 between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or
601 replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent
602 that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any
603 insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not
604 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or
605 before **Closing Date** (§ 3), or, at the option of Buyer, Buyer shall be entitled to a credit at Closing for the repair or replacement of
606 such Inclusion or Service. Such credit shall not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any
607 claim against the Association, if any, shall survive Closing. Seller and Buyer are aware of the existence of pre-owned home
608 warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

609 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
610 result in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation

611 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in
612 Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the
613 Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the
614 diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits or expenses, or exceed the
615 Purchase Price.

616 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
617 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

621 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as
622 Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation
623 hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

624 **21.1. If Buyer is in Default:**

625 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money
626 (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may be
627 proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or
628 damages, or both.

629 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 shall apply unless the box in § 21.1.1. is checked.** All
630 Earnest Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be
631 released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and
632 not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said
633 payment of Earnest Money shall be SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract.
634 Seller expressly waives the remedies of specific performance and additional damages.

635 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
636 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
637 being in full force and effect and Buyer has the right to specific performance or damages, or both.

638 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
639 or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court shall award to the prevailing party
640 all reasonable costs and expenses, including attorney fees, legal fees and expenses.

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

648 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest
649 Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the
650 Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action.
651 Earnest Money Holder, at its sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and
652 deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees,
653 or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or
654 Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest
655 Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event
656 Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest
657 Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of
658 **Mediation** (§ 23).

659 **25. TERMINATION.**

660 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
661 termination shall be effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such
662 written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not

663 received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter,
664 document or condition as satisfactory and waived the Right to Terminate under such provision.

665 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder shall be
666 returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

667 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute
668 the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or
669 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall
670 be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this
671 Contract that, by its terms, exists or is intended to be performed after termination or Closing shall survive the same.

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

673 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed
674 document or notice, from or on behalf of Seller, and delivered to Buyer shall be effective when physically received by Buyer, any
675 signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working
676 with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in
677 § 27.2. Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller shall be
678 effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative
679 of Seller, or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation
680 described in § 23) and except as provided in § 27.2.

681 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or
682 written notice may be delivered in electronic form only by the following indicated methods: **Facsimile** **Email**
683 **Internet** **No Electronic Delivery.** If the box "No Electronic Delivery" is checked, this § 27.2 shall not be applicable and
684 § 27.1 shall govern notice and delivery. Documents with original signatures shall be provided upon request of any party.

685 **27.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance
686 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property
687 located in Colorado.

688 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and
689 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
690 before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document shall become a contract
691 between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a
692 copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

693 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not
694 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5),
695 **Record Title and Off-Record Title** (§ 8), **Current Survey Review** (§ 9) and **Property Disclosure, Inspection, Indemnity,**
696 **Insurability, Due Diligence, Buyer Disclosure and Source of Water** (§ 10).

697

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

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704 **31. ATTACHMENTS.**

705 **31.1.** The following attachments **are a part** of this Contract:

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709 **31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:

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713 **31.3.** Additionally, the following disclosure forms **are attached** but are **not** a part of this Contract:

- 714 Seller Warning – Equity Skimming
- 715 Notice of Cancellation (original and a copy)
- 716 IS IS NOT attached – Homeowner Warning Notice – Right to Cancel
- 717 (in Seller’s principal language of _____)

718 **Note: The following provision must be completed with the name of Buyer inserted:**

NOTICE REQUIRED BY COLORADO LAW

UNTIL YOUR RIGHT TO CANCEL THIS CONTRACT HAS ENDED,
 _____ **(BUYER’S NAME) OR ANYONE**
 _____ **(BUYER’S NAME)**
WORKING FOR _____ (BUYER’S NAME)
CANNOT ASK YOU TO SIGN OR HAVE YOU SIGN ANY DEED OR ANY OTHER
DOCUMENT.

Note: Buyer is required to specify the date and time of day on which the cancellation right ends:
“YOU (SELLER) MAY CANCEL THIS CONTRACT FOR THE SALE OF YOUR HOUSE
(PROPERTY) WITHOUT ANY PENALTY OR OBLIGATION AT ANY TIME BEFORE
 _____ **(DATE AND TIME OF DAY). SEE THE ATTACHED NOTICE**
OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.”

Note: *Specify the date and time as the earlier of: 12 Midnight, third business day after Seller signs
the Contract; or 12 Noon the day before the foreclosure sale.

SIGNATURES

Buyer’s Name: _____ Buyer’s Name: _____

Buyer’s Signature _____ Date _____ Buyer’s Signature _____ Date _____
 Address: _____ Address: _____

Phone No.: _____ Phone No.: _____
 Fax No.: _____ Fax No.: _____
 Electronic Address: _____ Electronic Address: _____

Buyer’s Name: _____ Buyer’s Name: _____

Buyer’s Signature _____ Date _____ Buyer’s Signature _____ Date _____
 Address: _____ Address: _____

Phone No.: _____ Phone No.: _____
 Fax No.: _____ Fax No.: _____
 Electronic Address: _____ Electronic Address: _____

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

Seller’s Name: _____ Seller’s Name: _____

Seller’s Signature _____ Date _____ Seller’s Signature _____ Date _____
 Address: _____ Address: _____

Phone No.: _____ Phone No.: _____
 Fax No.: _____ Fax No.: _____
 Electronic Address: _____ Electronic Address: _____

Seller’s Name: _____ Seller’s Name: _____

Seller’s Signature _____ Date _____ Seller’s Signature _____ Date _____
 Address: _____ Address: _____

Phone No.: _____ Phone No.: _____
 Fax No.: _____ Fax No.: _____
 Electronic Address: _____ Electronic Address: _____

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

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

Brokerage Firm's Name: _____
Broker's Name: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Electronic Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

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

Brokerage Firm's Name: _____
Broker's Name: _____

Broker's Signature Date

Address: _____
Phone No.: _____

Fax No.:

Electronic Address:

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