

BRIGHTON SCHOOL DISTRICT NO. 27J d/b/a SCHOOL DISTRICT 27J

RESOLUTION NUMBER EIGHT 2023-2024

(Authorizing the Sale of Real Property, Delegating Authority to Approve a Contract, and
Authorizing the Recording of a Restrictive Covenant)

WHEREAS, the Brighton School District No. 27J d/b/a School District 27J (“District”) is the owner of the real property described as:

9.89 acres of land, more or less, more particularly described as Lot 1, Block 27, Talon Pointe Subdivision – Amendment No. 1, as per the plat thereof recorded July 27, 2022 at Reception No. 2022000064294, City of Thornton, County, of Adams, State of Colorado,

together with all rights and appurtenances to or used on connection therewith (the “Property”); and

WHEREAS, representatives of the District have engaged in discussions with the prospective buyer, Performance Charter School Development LLC, a Texas limited liability company (“Offeror”), for the purposes of constructing and operating a charter school on the Property;

WHEREAS, representatives of the District have now recommended that the Property be sold to Offeror for the price of \$1,014,516; and

WHEREAS, representatives of the District and Offeror have engaged in negotiations and are now prepared to recommend approval of the form of restrictive covenant and purchase and sale agreement; and

WHEREAS, the Board of Education desires to approve and record the restrictive covenant and to sell and convey the Property to Offeror; and

WHEREAS, the Board desires to delegate authority to negotiate final details, if any, with the Offeror and to enter into a Contract to Buy and Sell Real Estate (Land) (“Contract”) and Restrictive Covenant (“Restrictive Covenant”) and to execute and deliver the required documents of sale, conveyance, and closing; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education (“Board”) of the District as follows:

1. Pursuant to Section 22-32-110(1)(e), C.R.S., the Board hereby determines that the Property was no longer needed within the foreseeable future for any purpose authorized by law and, therefore, may be sold and conveyed;
2. That the Board hereby determines to sell the Property to the Offeror for \$1,014,516, subject to a satisfactory Contract to Buy and Sell Real Estate (Land) and Restrictive Covenant in a form approved by the District’s legal counsel;

3. That the Board hereby approves the form of Contract, attached and incorporated herein as Exhibit 1, or in a substantially similar form approved by the District's legal counsel; and
4. That the Board hereby approves the form of Restrictive Covenant, attached and incorporated herein as Exhibit 2, or in a substantially similar form approved by the District's legal counsel, and authorizes the recording of the Restrictive Covenant in the real property records of Adams County, Colorado; and
5. That the Board hereby authorizes each of its President or Vice-President, Superintendent or Chief Operations Officer ("Authorized Signers"): to execute and deliver the Contract and/or Restrictive Covenant; to execute all agreements, instruments and documents contemplated or required to complete the transaction, in all cases; to take all other action on behalf of the District as may be deemed necessary to complete the sale of the Property with the Restrictive Covenant; and, to take all other action on behalf of the District as may be deemed necessary to give effect to the recording of the Restrictive Covenant and the sale and conveyance of the Property.

IN WITNESS WHEREOF, the Board of Education of the District has adopted this Resolution on January 24, 2024.

[Signature page follows this page.]

School District 27J

By: _____

Name: Tom Green

Title: President, Board of Education

ATTEST:

By: _____

Name: Lynn Ann Sheats

Title: Secretary, Board of Education

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (Mandatory 1-22)

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

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: TBD

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. *Performance Charter School Development LLC, a Texas limited liability company, or its assignee* (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common ☒ Other in severalty.

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

2.3. Seller. *Brighton School District No. 27J d/b/a School District 27J* (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 Adams, Colorado (insert legal description):

9.89 acres of land, more or less, more particularly described as Lot 1, Block 27, Talon Pointe Subdivision - Amendment No. 1, as per the plat thereof recorded July 27, 2022 at Reception No. 2022000064294, City of Thornton, County of Adams, State of Colorado

known as: N/A
Street Address City State Zip

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

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

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

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. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

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

51 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
52 at Closing (Leased Items):
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54
55
56
57 **2.6. Exclusions.** The following items are excluded (Exclusions):
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59
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61

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63 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

64 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
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67

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

69 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
70 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:
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72
73
74
75

76 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
77 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,
78 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
79 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
80 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
81 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
82 _____.

83 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
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85
86

87 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
88 conveyed as part of the Purchase Price as follows:
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90
91

92 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**
93 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

94 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
95 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights
96 to Buyer by executing the applicable legal instrument at Closing.

97 **2.7.7. Water Rights Review.** Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water
98 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

99 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:
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101
102

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

104 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 p.m. MT
2	§ 4	Alternative Earnest Money Deadline	3 days after MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	10 days after MEC
4	§ 8	Record Title Objection Deadline	40 days after MEC

5	§ 8	Off-Record Title Deadline	<i>10 days after MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>40 days after MEC</i>
7	§ 8	Title Resolution Deadline	<i>45 days after MEC</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>N/A</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>10 days after MEC</i>
10	§ 7	Association Documents Termination Deadline	<i>45 days after MEC</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>10 days after MEC</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>N/A</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>N/A</i>
14	§ 5	New Loan Terms Deadline	<i>N/A</i>
15	§ 5	New Loan Availability Deadline	<i>N/A</i>
16	§ 5	Buyer's Credit Information Deadline	<i>N/A</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>N/A</i>
18	§ 5	Existing Loan Deadline	<i>N/A</i>
19	§ 5	Existing Loan Termination Deadline	<i>N/A</i>
20	§ 5	Loan Transfer Approval Deadline	<i>N/A</i>
21	§ 4	Seller or Private Financing Deadline	<i>N/A</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>N/A</i>
23	§ 6	Appraisal Objection Deadline	<i>N/A</i>
24	§ 6	Appraisal Resolution Deadline	<i>N/A</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>30 days after MEC</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>40 days after MEC</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>45 days after MEC</i>
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<i>45 days after MEC</i>
29	§ 8	Mineral Rights Examination Deadline	<i>45 days after MEC</i>
30	§ 10	Inspection Termination Deadline	<i>45 days after MEC</i>
31	§ 10	Inspection Objection Deadline	<i>N/A</i>
32	§ 10	Inspection Resolution Deadline	<i>N/A</i>
33	§ 10	Property Insurance Termination Deadline	<i>45 days after MEC</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>10 days after MEC</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>40 days after MEC</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>45 days after MEC</i>
37	§ 10	Environmental Inspection Termination Deadline	<i>45 days after MEC</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>45 days after MEC</i>
39	§ 10	Conditional Sale Deadline	<i>N/A</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>N/A</i>
41	§ 11	Estoppel Statements Deadline	<i>N/A</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>N/A</i>
		Closing and Possession	
43	§ 12	Closing Date	<i>60 days after MEC</i>
44	§ 17	Possession Date	<i>At Closing</i>
45	§ 17	Possession Time	<i>At Closing</i>
46	§ 27	Acceptance Deadline Date	<i>7 days from Contract Offer</i>
47	§ 27	Acceptance Deadline Time	<i>5:00 p.m. MT</i>

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
106 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

checked in this Contract means the corresponding provision applies. 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. The abbreviation “N/A” as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. 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). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. 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.

3.3.3. Deadlines. 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.

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	\$1,014,516	
2	§ 4.3.	Earnest Money		\$ 50,000.00
3	§ 4.5.	New Loan		\$ N/A
4	§ 4.6.	Assumption Balance		\$ N/A
5	§ 4.7.	Private Financing		\$ N/A
6	§ 4.7.	Seller Financing		\$ N/A
7				
8				
9	§ 4.4.	Cash at Closing		\$ 964,516
10		TOTAL	\$	\$1,014,516

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ N/A (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 transfer, will be payable to and held by Title Insurance Company Selected by Buyer (§ 8.1.2) (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. Disposition 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 § 24 and, except as provided in § 23 (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. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer’s receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “If Seller is in Default”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in “**If Buyer**
153 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller’s check and cashier’s check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 ☐ **Conventional** ☐ **Other** _____.

171 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$_____ per _____ including principal and interest
173 presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐
174 **Property Insurance Premium** and ☐ _____.

175 Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will
176 not exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$_____, or if any other terms or
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

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

184 **4.7. Seller or Private Financing.**

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

189 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**
190 ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
191 **Private Financing Deadline**.

192 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
195 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

196 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

200

TRANSACTION PROVISIONS

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**

☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

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

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

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

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

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

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

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

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

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

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

324 **8.1. Evidence of Record Title.**

325 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
328 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
329 and delivered to Buyer as soon as practicable at or after Closing.

330 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
339 ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
360 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
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
372 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
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**
376 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

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

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, Buyer shall have the right to (i) cure the Title Objections itself and close this transaction, (ii) close this transaction notwithstanding the Title Objections, or (iii) terminate this Contract on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

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

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

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

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

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

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

8.9. **Mineral Rights Review.** Buyer ☒ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

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

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

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

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

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

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

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

9.3.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires 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**, Buyer shall have the right to (i) cure the New Survey Objections itself and close this transaction, (ii) close this transaction notwithstanding the New Survey Objections, or (iii) this Contract 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, Leased Items, 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 and Leased Items, (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 Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. 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.

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**, Buyer shall have the right to (i) cure the Inspection Objections itself and close this transaction, (ii) close this transaction notwithstanding the Inspection Objections, or (iii) terminate this Contract on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

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 Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. 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):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following: *to the extent they exist and are in Seller's possession*:

☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last _____ years;

- ☐ **10.6.1.4.3.** 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;
- ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.4.5.** Operating statements for the past _____ years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ____ years;
- ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☐ **10.6.1.4.10.** 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;
- ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☐ **10.6.1.4.12.** 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
- ☐ **10.6.1.4.13.** Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the 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 § 24.1., 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**, Buyer shall have the right to (i) cure the Due Diligence Documents Objections itself and close this transaction, (ii) close this transaction notwithstanding the Due Diligence Documents Objections, or (iii) terminate this Contract on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

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

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by _____ 30 _____ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any
613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
615 owned by Buyer and commonly known as _____. Buyer has
616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
617 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
618 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☒ Does Not
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
622 the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

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

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
630 or delayed.

631 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

632 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

633 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

634 **11. TENANT ESTOPPEL STATEMENTS.**

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
649 required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
651 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
652 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
653 waive any unsatisfactory Estoppel Statement.

654 **CLOSING PROVISIONS**

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

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
663 this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by mutual agreement of Buyer and Seller.

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

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

The Special Warranty Deed form shall be mutually agreeable, and in a form substantially similar as set forth in Exhibit B attached hereto.

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

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

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

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

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
and must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

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

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

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
732 for the year of Closing, based on ☒ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy**
733 **and Most Recent Assessed Valuation**, ☐ **Other** _____.

734 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☒ **Buyer** ☐ **Seller**. Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____. Association Assessments are subject to change as provided in the Governing Documents.

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

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ N/A per day (or any part of a day
752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753

GENERAL PROVISIONS

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

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 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
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
766 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
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
798 be complied with.
799

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

804 **20.1. If Buyer is in Default:**

805 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
806 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
807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
811 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
824 Contract are reserved and survive Closing.

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

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

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
879 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

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

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

886

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889 *29.1 Seller's obligation to close shall be conditioned on the parties entering into a mutually agreeable*
890 *restrictive covenant restricting buyers use of the Property and agreement for Seller's right of repurchase*
891 *in substantially the form as set forth in Exhibit A, attached hereto and incorporated by reference herein.*

893 *29.2 On or before the Inspection Termination Deadline, Buyer may elect to extend the due diligence*
894 *period for an additional sixty (60) days upon providing written notice to Seller and depositing additional*
895 *Earnest Money in the amount of Ten Thousand Dollars (\$10,000), which additional Earnest Money shall*
896 *be applicable to the Purchase Price and refundable to Buyer in accordance with the terms of this*
897 *Contract (i.e., if Buyer terminates this Contract prior to the Inspection Termination Deadline as extended*
898 *hereby).*

899 *29.3 Buyer shall have the right, upon giving written notice to Seller, to assign its rights under this*
Contract to an entity or entities affiliated or under common control with Buyer. This Contract shall be
binding on the heirs, successors, assigns, and personal representatives of the parties hereto.

29.4 This Contract may be executed by electronic means (facsimile, email, or e-signature).

29.5 Seller makes the following warranties:

- a) Seller has full power and lawful authority to execute, enter into, and perform this Contract and*
any person or entity executing this Contract on behalf of Seller has the authority to execute same;
and
- b) Seller specially warrants title to the Property against the lawful claims of all persons claiming by,*
through, or under Seller, but not otherwise.

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

902 *Exhibit A - Restrictive Covenant and Right to Repurchase Agreement*
903 *Exhibit B - Special Warranty Deed*

905 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

909

SIGNATURES

910 Buyer's Name: Performance Charter School Development LLC Buyer's Name: _____

<hr/> Buyer's Signature Date	<hr/> Buyer's Signature Date
Address: 855 W. Broad Street, Suite 300	Address: _____

Phone No.: Boise, ID 83702
Fax No.: 208-376-8522
Email Address: 208-376-8523
jshetlar@performancecsd.com
rdickinson@hcollc.com
ttaylor@hcollc.com

Phone No.: _____
Fax No.: _____
Email Address: _____

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

Seller's Name: Brighton School District No. 27J

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: 18551 E. 160th Avenue
Brighton, CO 80601
Phone No.: 303.655.2900
Fax No.: N/A
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. 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 § 23, 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.

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

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

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

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

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. 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 § 23, 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.

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

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

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

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

Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

After recording return to:

Terry Lucero
School District 27J
18551 E. 160th Avenue
Brighton, CO 80601

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this “**Covenant**”), is made as of _____, 2023 (the “**Effective Date**”), by PERFORMANCE CHARTER SCHOOL DEVELOPMENT LLC, a Texas limited liability company, its successors and assigns (“**Owner**”), whose address is 855 W. Broad Street, Suite 300, Boise, Idaho 83702-7153, and BRIGHTON SCHOOL DISTRICT 27J whose address is 18551 E. 160th Avenue, Brighton, Colorado 80601 (“**School District**”).

Recitals

A. The School District is a public school district and political subdivision of the State of Colorado and is responsible for providing public education for resident students in Adams, Broomfield, and Weld Counties in accordance with Colorado law.

B. The School District needs increased facility capacity to meet the educational need of its resident student population.

C. In 2006, in accordance with the City of Thornton’s subdivisions regulations, the School District acquired through school site dedication approximately 9.89 acres of unimproved real property located in Adams County and more particularly described as Lot 1, Block 27, Talon Pointe Subdivision – Amendment No. 1, as per the plat thereof recorded July 27, 2022 at Reception No. 2022000064294, Thornton, Colorado (the “**Restricted Property**”).

D. Based on current demographic information, the School District anticipates that a public school will need to be located on the Restricted Property to serve the residents of the Talon Pointe Subdivision and other resident students seeking to attend school in the School District.

E. Owner is a Texas limited liability company that helps new and existing charter schools meet their facility needs and has been retained by Ascent Classical Academies, a network of public charter schools serving student in grades kindergarten through twelfth grade (“**Ascent**”) for the purpose of acquiring a school site within the School District’s boundaries.

F. With the School District’s consent, Ascent applied and has been approved to become an authorized charter school of the Charter School Institute with authority to operate one pre-kindergarten through twelfth grade school in the School District (the “**Ascent School**”).

G. Owner acquired the Restricted Property for the purpose of constructing a public school facility for the Ascent School, which will be open to resident students of the School District for enrollment in accordance with applicable law. The Restricted Property together with any school facilities, buildings, and other improvements thereon (such facilities and improvements

may be referred to herein as the “**Improvements**”) and may collectively be hereinafter referred to as the “**School Site**”.

H. Following completion of the Improvements on the Restricted Property, Owner will lease to Ascent, and Ascent will lease from Owner, the School Site pursuant to a Build to Suit Lease and Option (the “**Ascent Lease**”).

I. To ensure that the Restricted Property will remain a public school for the residents of the School District and as partial consideration for the sale of the Restricted Property to Owner for cash-in-lieu value, the Owner has agreed to restrict the use of the Restricted Property in accordance with the terms and conditions of this Covenant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and School District hereby covenant and agree that the Restricted Property shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the restrictions, conditions, covenants and reservations set forth in this Covenant, each and all of which are for the purpose of implementing a general and common plan to protect, preserve and enhance the value, desirability, and salability of, and which shall run with, the Restricted Property for the benefit of the School District, and which shall be binding on any person now or hereafter having any right, title or interest in the Restricted Property, or any part thereof, and their heirs, successors, personal representatives, and assigns, and shall be appurtenant to and inure to the benefit the School District. The acceptance of any deed or conveyance of the Restricted Property or any portion shall constitute a covenant and agreement to accept and hold the Restricted Property described or conveyed in or by such deed of conveyance, subject to the restrictions, conditions, covenants and reservations as follows, to-wit:

1. Use Covenant. From and after the Effective Date, the Owner shall not be permitted to operate the Restricted Property, and the Restricted Property may not be used, in any manner other than as a public school that may include Pre-Kindergarten through Grade 12, together with appurtenant uses customarily associated with such public schools including but not limited to sport courts, ball fields, day care and parking facilities (the “**Permitted Use**”). The use covenant set forth in this Section 1 shall automatically expire and be of no further force or effect upon the twenty-fifth (25th) anniversary of the Effective Date of this Covenant. The use covenant set forth in this Section 1 may also be sooner released with respect to all or any portion of the Restricted Property according to Section 2.3 and 2.6 or by written release executed by the School District and recorded in the real property records of Adams County.

2. Right of Repurchase or Assumption of Ascent Lease.

2.1 Repurchase Right. In the event (A) the Owner (i) desires to sell, transfer or convey the School Site, the Restricted Property or the Improvements, or any portion thereof or interest therein after the Effective Date to a third party (not including Ascent); (ii) receives a bona fide offer to purchase the Restricted Property from a qualified purchaser (not including Ascent); (iii) defaults beyond any applicable cure period on any payment of indebtedness undertaken by the Owner for the purposes of constructing the initial Improvements on the Restricted Property; or (iv) fails to have constructed the Improvements on the Restricted Property and opened the same for the Permitted Use by September 30, 2026; or (B) Ascent (i) loses its charter authorization to operate

a public school on the Restricted Property in the School District; or (ii) fails to operate a public school on the Restricted Property for a period of eighteen (18) consecutive months after the opening of a public school thereon (the events described in the foregoing clauses (A) and (B) referred to collectively as the “**Repurchase Events**” in the plural or “**Repurchase Event**” in the singular), then the School District shall have the right to exercise a one-time right of repurchase to repurchase the Restricted Property and Improvements from Owner (the “**Right of Repurchase**”).

2.1.1 If a Repurchase Event occurs, Owner shall deliver to School District a written notice (the “**Sale Notice**”) stating that a Repurchase Event has occurred entitling School District to exercise a Right of Repurchase. Within one-hundred twenty (120) days after delivery of a Sale Notice, School District may exercise the Right of Repurchase by delivering written notice (“**Exercise Notice**”) to Owner stating that School District elects to exercise the Right of Repurchase. If School District knows that a Repurchase Event has occurred and fails to receive a Sale Notice from Owner within one-hundred twenty (120) days after the occurrence of the Repurchase Event, School District may deliver an Exercise Notice to Owner at any time within one-hundred twenty (120) days after the occurrence of the Repurchase Event.

2.1.2 **Assumption of Ascent Lease.** Notwithstanding anything contained herein to the contrary, in the event Ascent loses its charter authorization to operate a public school on the Restricted Property in the School District or fails to operate a public school on the Restricted Property for a period of eighteen (18) consecutive months after the opening of a public school thereon (each, an “**Assumption Event**” which may be an event that occurs simultaneously with a Repurchase Event(s)), the School District shall have the right, as an alternative to its Right of Repurchase, to assume the rights and obligations of the tenant under the Ascent Lease (“**Right of Assumption**”) permitted by law. (For the avoidance of doubt, the Right of Assumption does not apply upon the occurrence of any item in Section 2.1, clauses (A)(i)-(iv) above.) Within thirty (30) days after delivery of a Sale Notice wherein an Assumption Event is indicated, School District may exercise its Right of Assumption by delivering written notice (“**Assumption Notice**”) to Owner stating that the School District elects to exercise its Right of Assumption, in lieu of its Right of Repurchase. Within one-hundred twenty (120) days after delivery of an Assumption Notice, the Owner and the School District shall execute an Assignment and Assumption of the Ascent Lease to the School District, whereby the School District shall become the tenant of the Ascent Lease under the same terms and conditions contained therein; provided, however, if the School District thereafter exercises the Option to purchase the School Site as provided in Article 16 of the Ascent Lease, such purchase shall be under the terms and conditions of Section 2.2 below.

2.2 **Terms of Repurchase.** If a Repurchase Event occurs and the School District delivers an Exercise Notice pursuant to Subsection 2.1.1 above, or an Assumption Event occurs and the School District assumes the Ascent Lease as provided by Subsection 2.1.2 above and thereafter exercises the Option to purchase the School Site as provided in Article 16 of the Ascent Lease, the terms and conditions of any purchase and sale of the School Site to the School District shall be as follows:

2.2.1 The purchase price for the School Site (“**Purchase Price**”) shall be equal to 110% of Owner’s Total Costs (as hereinafter defined) for the construction and development of the School Site; provided, however, that notwithstanding the above, the 10% premium shall not be applied to the Financing Costs (as hereinafter defined). There shall be no

earnest money deposit. “**Owner’s Total Costs**” shall mean the purchase price that Owner paid to the School District for the acquisition of the Restricted Property (the “**Restricted Property Cost**”), and an amount equal to the depreciated value, based on a thirty-five year straight line schedule basis, of the aggregate of the actual, complete and final (“**all-inclusive**”) cost of:

(i) developing and improving the School Site actually incurred and paid by Owner, including but not limited to, architectural, engineering and legal fees, application, plan check and permit fees, testing, wetland investigations, impact fees and reports (specifically including, but not limited to, traffic impact fees and reports), utility hook-up fees, surveys, inspections, soils reports, environmental reports, miscellaneous consultants, insurance, and any other commercially reasonable costs associated with the design of the Improvements and/or to obtain the requisite governmental approvals for the Improvements, as well as any commercially reasonable costs, fees and expenses incurred in the development and construction of the Improvements that are not directly related to labor or physical building materials (“**Soft Costs**”);

(ii) the labor, materials and supplies (including, but not limited to, tools and other temporary facilities) required for the physical construction of the Improvements including, but not limited to, any and all off-site improvements and horizontal on-site improvements, and the hard cost of construction of the vertical improvements actually incurred and paid by Owner (above and below grade), (“**Construction Costs**”); and

(iii) the financing of the construction of the Improvements (excluding any financing of the acquisition of the Restricted Property) through bank loans, internal equity loans; including, but not limited to, financing fees, legal fees, appraisal fees, bank inspection fees, loan fees and other commercially reasonable fees required by Owner’s lender, loan closing costs, title insurance and escrow fees, interest of any such loans during construction capped at a rate of 4%, and all other additional costs and expenses associated with the same (“**Finance Costs**”).

2.2.2 The “all-inclusive” cost shall not include the project development fee payable to the Landlord or any tenant allowance, deferred Base Rent for any portion of the Lease Term (if any), costs of insurance, operating expenses associated with the Improvements and the Restricted Property prior to the completion of the Improvements (including without limitation any and all ad valorem real property taxes, sales taxes and excise taxes due and payable during construction of the Improvements, if any).

2.2.3 Upon delivery by School District of an Exercise Notice, Owner shall deliver to School District a verified statement of Owner’s Total Costs (“**Reconciliation Statement**”) that calculates and sets forth the actual, final Restricted Property Costs, Soft Costs, and Construction Costs. Owner agrees to provide such supporting documentation (contracts, invoices, etc.) as may be reasonably requested in order for School District to confirm the accuracy of the Reconciliation Statement.

2.2.4 The parties shall close the sale of the School Site by Owner’s tender of a statutory short form Special Warranty Deed. At closing, the parties shall execute and deliver such closing documentation customary for a transaction of this type and such documentation as reasonably requested by the title company.

2.2.5 The Restricted Property and Improvements shall be conveyed free and clear of all liens and encumbrances, easements, covenants, conditions, restrictions, exceptions or other matters affecting title to the School Site that were not in existence as of the time of conveyance of the School Site by School District to Owner, except for easements, covenants, conditions, restrictions, exceptions or other matters (but not mechanic's liens) affecting title which were necessary to obtain land use approvals to construct and operate a school campus on the School Site. The School District shall, at its cost, obtain a title commitment and a title insurance policy from a title insurance company selected by the School District.

2.2.6 The closing shall occur at a date and time as shall be mutually agreed upon by the parties at the offices of the title insurance company selected by the School District not later than 120 days after the School District delivers an Exercise Notice. Possession of the School Site will be delivered at closing; provided, however, that in the event of a Repurchase Event where Ascent is still operating a charter school on the School Site, the rights of Ascent under the Ascent Lease shall remain in full force and effect during the Ascent Lease term so long as Ascent shall not be in default of any of the covenants and conditions of the Ascent Lease beyond any applicable cure period. In such event, the Owner and the School District shall execute at closing an Assignment and Assumption of the Ascent Lease to the School District, whereby the School District shall become the landlord of the Ascent Lease under the same terms and conditions contained in therein.

2.2.7 Owner shall pay any transfer tax and documentary fees in connection with the conveyance of the School Site. All recording charges for deeds, the fee charged by the title company for services rendered in connection with the closing (other than the cost of the title insurance policy) and any other closing costs and miscellaneous closing expenses shall be shared equally between Owner and the School District. Each party shall pay its own legal and accounting fees and incidental expenses.

2.2.8 Owner shall pay all real estate taxes and assessments due and payable for years before the year of closing. Non-delinquent real estate taxes and assessments for the year of closing shall be prorated to the date of closing. All utility charges, if any, shall be prorated as of the date of closing and Owner will arrange for final utility readings.

2.3. Failure to Exercise Notice. If a Repurchase Event occurs before the ten (10) year anniversary of the Effective Date and the School District fails to timely exercise its Right of Repurchase as provided in Subsection 2.1.1 above or an Assumption Event occurs and the School District fails to timely exercise its Right of Assumption as provided in Subsection 2.1.2 above, then Owner may keep ownership of the School Site and this Restrictive Covenant, including but not limited to the Right of Repurchase and Right of Assumption, will remain in full force and effect. If a Repurchase Event occurs on or after the ten (10) year anniversary of the Effective Date and the School District fails to timely exercise its Right of Repurchase as provided in Subsection 2.1.1 above or an Assumption Event occurs on or after the ten (10) year anniversary of the Effective Date and the School District fails to timely exercise its Right of Assumption as provided in Subsection 2.1.2 above, then Owner may keep ownership of the School Site and/or proceed with its sale of the School Site to a third party and the School District shall release its Right of Repurchase and Right of Assumption. In such event, this Covenant and all terms and provisions

herein contained shall be of no further force or effect and thereafter the Restricted Property and Improvements may be utilized for any lawful and zoned use.

2.4 Financing Exception. Notwithstanding Section 2.1, Owner and School District acknowledge that Owner intends to develop the Restricted Property and operate thereon a public school authorized by the School District or the Charter School Institute and in order to finance the construction of the Improvements on the Restricted Property, Owner may have to pledge the Restricted Property or the Improvements or both, or grant an interest in or convey the Restricted Property and Improvements or both to a third party to secure such financing. The parties, therefore, intend that such transfer or conveyance to facilitate the financing and construction of the initial Improvements on the Restricted Property does not constitute a Repurchase Event that entitles the School District to exercise its Right of Repurchase hereunder. If the Owner transfers an interest in or conveys the Restricted Property or the Improvements or any interest therein to a third party for the purpose of facilitating the financing and initial development and construction of the Improvements, then (i) such transfer of interest or conveyance will not be subject to the Right of Repurchase granted to the School District by this Agreement, (ii) the third party transferee shall be subject to and bound by the provisions of this Agreement in the same manner as the Owner, (iii) any subsequent proposed sale, transfer or conveyance of the Restricted Property or the Improvements thereon or both by the Owner or the third party transferee must include the entirety of the Restricted Property and the Improvements, and (iv) the Right of Repurchase granted to the School District by this Agreement and the procedures hereinabove specified will apply if Owner and/or the third party transferee receive a bona fide offer to purchase the Restricted Property or any interest in the Restricted Property or the Improvements.

2.5 Ascent Exception. Notwithstanding Section 2.1, Owner and School District acknowledge that the Ascent Lease will contain an option for Ascent to purchase the School Site from Owner at any time during the 25-year lease term. The parties, therefore, intend that a transfer or conveyance to Ascent pursuant to its option to purchase contained in the lease does not constitute a Repurchase Event that entitles the School District to exercise its Right of Repurchase hereunder. For purposes of the remaining terms and provisions of this Section 2.5, the term “Ascent” shall be defined herein to include any other entity or organization that shall use the Restricted Property and Improvements for the Permitted Use. If the Owner transfers an interest in or conveys the School Site or any interest therein to Ascent, then (i) such transfer of interest or conveyance will not be subject to the Right of Repurchase granted to the School District by this Agreement, (ii) Ascent shall be subject to and bound by the provisions of this Agreement in the same manner as the Owner, (iii) any subsequent proposed sale, transfer or conveyance of the School Site by the Owner or Ascent must include the entirety of the Restricted Property and the Improvements, and (iv) the Right of Repurchase granted to the School District by this Agreement and the procedures hereinabove specified will apply if Owner and/or Ascent receive a bona fide offer to purchase the Restricted Property or any interest in the Restricted Property or the Improvements.

2.6 Term and Termination. The Right of Repurchase and Right of Assumption granted under this Section 2 shall automatically terminate and be of no further force or effect as of the earlier of: (i) the date that the School District exercises the Right of Repurchase granted hereunder and acquires ownership of the School Site; (ii) the date on or after the ten (10) year anniversary of the Effective Date that the School District exercises the Right of Assumption

granted hereunder and assumes tenancy under the Ascent Lease; (iii) the date on or after the ten (10) year anniversary of the Effective Date that the School District fails to timely exercise its Right of Repurchase by delivering an Exercise Notice to Owner as provided in Subsection 2.1.1 above (unless the School District has instead exercised its Right of Assumption as provided in Section 2.1.2 above); or (iv) the date that is twenty-five (25) years after the Effective Date.

3. Binding Effect. This Covenant touches and concerns and shall run with the land as an appurtenance burdening the School Site, shall specifically inure to the benefit of the School District, and shall be specifically binding upon Owner and its successors in interest in the ownership of the Restricted Property, the Improvements, or any portion thereof, their respective tenants and licensees, and all other parties holding or claiming any possessory or other interest or acting by, through or under any of them so long as this Covenant remains in full force and effect.

4. Recording. This Covenant shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. This Covenant shall be recorded in the real property records of Adams County, Colorado.

5. Remedies. If there is breach of this Covenant, and such default is not cured within thirty (30) days after written notice of default is given by the School District to Owner or other owner of the Restricted Property or the Improvements, School District may seek any and all remedies available at law or in equity for the breach of this Covenant, including without limitation, damages, an action for specific performance, and the right to enjoin, without posting a bond, any continuing activity on the Restricted Property which violates this Covenant. School District and Owner agree that since certain breaches or violations of this Covenant may cause material harm to School District which would not be adequately addressed or remedied by the right to recover damages, or by other remedies available at law, School District shall be entitled to enjoy and exercise any and all available equitable remedies, including injunctive relief, for any breach or violation of this Covenant. All equitable remedies shall be cumulative with and non-exclusive of one another as well as all remedies for damages or otherwise available at law. Any and all such remedies may be pursued concurrently or successively from time to time, as School District may elect, to seek redress for any breach or violation of this Covenant, and no exercise of any one remedy shall constitute or be construed as an election of remedies to the bar of any other remedy. If the School District prevails in any legal action against the Owner for a violation or breach of this Covenant, the Owner shall pay the costs of such proceeding and the School District's reasonable attorney's fees. If Owner prevails in any such legal action, the School District shall pay the costs of such proceeding and the Owner's reasonable attorney's fees.

6. Time is of the Essence. Time is of the essence in this Covenant.

7. Merger Clause. This Covenant constitutes the entire understanding and agreement between School District and Owner regarding the subject matter hereof, and all prior or extrinsic understandings and agreements between the parties regarding such subject matter are superseded hereby and of no further force or effect.

8. Severability. In case any one or more of the provisions contained in this Covenant is for any reason held to be invalid, illegal or unenforceable in any respect, that provision shall not affect any other provision hereunder.

9. Counterparts. This Covenant may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Amendments. This Covenant may not be amended or modified, nor may any provision hereof be waived to any extent, except to the extent such modification, amendment or waiver is set forth in a recorded written instrument executed by the party against whom enforcement of such amendment, modification or waiver is sought, and then only to extent specifically set forth therein. Each party hereto and its attorneys have had adequate opportunity to review and comment upon the provisions of this Covenant, and accordingly, this Covenant shall be construed without regard to any presumption or other legal rule of construction against the party causing this Covenant to be drafted.

11. Non-waiver. No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of the right to enforce this Covenant or any other or subsequent breach, failure or refusal to so comply.

[Signature Page Is Next Page.]

IN WITNESS THEREOF, Owner and School District have made and executed this Covenant as of the day, month, and year first above written.

OWNER:

PERFORMANCE CHARTER SCHOOL DEVELOPMENT LLC,
a Texas limited liability company

By: _____

Name: Jesse Shetlar

Its: President

STATE OF IDAHO)
) ss
County of ADA)

This record was acknowledged before me on _____, 2023, by Jesse Shetlar as President of Performance Charter School Development LLC, a Texas limited liability company.

Notary Public
My commission expires: _____

BRIGHTON SCHOOL DISTRICT 27J
a public school district

ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

My commission expires: _____

4855-0207-5261, v. 1

SPECIAL WARRANTY DEED

THIS DEED is dated the _____ day of _____, 202____, and is made between Brighton School District No. 27J d/b/a School District 27J, a Colorado school district, (“Grantor”) whose street address is 18551 E. 160th Avenue, Brighton, CO 80601, and Performance Charter School Development LLC (“Grantee”), a Texas limited liability company whose street address is 855 W Broad Street, #300, Boise, Idaho 83702.

WITNESS, that this Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, hereby grants, bargains, sells and conveys unto Grantee the following real property, together with any improvements thereon, located in the County of Adams and the State of Colorado described as follows:

9.89 acres of land, more or less, more particularly described as Lot 1, Block 27, Talon Pointe Subdivision – Amendment No. 1, as per the plat thereof recorded July 27, 2022 at Reception No. 2022000064294, City of Thornton, County, of Adams, State of Colorado.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever, subject to the Restrictive Covenant, executed by the parties concurrently with this Agreement, dated and recorded at Reception No. _____ in the Official Public Records of Adams County, Colorado. The Grantor, for the Grantor and the Grantor’s heirs and assigns, does covenant and agree that the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except and subject to the Statutory Exceptions, as defined in C.R.S. § 38-30-113(5)(a) and except and subject to those matters set forth on Exhibit A attached hereto.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR:

Bright School District No. 27J

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023 by _____ as _____ of Brighton School District No.
27J.

WITNESS my hand and official seal.

My commission expires _____.

(SEAL)

Notary Public

RECORD AND RETURN TO:

4879-4736-6277, v. 2

EXHIBIT A
(to Special Warranty Deed)

Permitted Exceptions to Warranty

- a. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.
- b.
- c. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED _____.
- e.
- f. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT _____ RECORDED_____.

4879-4736-6277, v. 2