

THIS AGREEMENT IS A LEGAL DOCUMENT. YOU ARE ADVISED TO, AND ACKNOWLEDGE HAVING HAD SUFFICIENT OPPORTUNITY TO, CONSULT LEGAL COUNSEL OF YOUR OWN CHOOSING BEFORE SIGNING.

EDGEWATER RESORT
CABIN PURCHASE AGREEMENT

This Edgewater Resort - Cabin Purchase Agreement (this "Agreement"), dated as of the latest date on which both parties have signed this contract, the "Contract Date," is between Mutual of Omaha Loanpro, LLC, a Nebraska limited liability company ("we" or "us" or "Seller"), whose address 3333 Farnam Street, Omaha, NE 68130 and _____ ("you" or "Buyer", whether one or more), whose address is :

Street Address		
City, State, Zip code		
e-mail		
Primary Phone:		Secondary Phone:

In consideration of the mutual covenants herein contained, you and we agree as follows:

1. SALE AND PURCHASE OF THE PROPERTY. Subject to the terms and conditions of this Agreement, we agree to sell to you, and you agree to buy from us [as joint tenants tenants in common to be specified prior to closing (check one if there is more than one purchaser)], the following real property located in the Town of Granby, Grand County, Colorado (collectively, the "Property"):

(a) Lot Number _____ (the "Lot"), Edgewater Resort, Granby, Colorado, according to the Amended Final Plat thereof recorded _____ of the records of the Grand County Clerk and Recorder, and the Cabin, represented by the floor plan attached to this Agreement as Exhibit A (the "Floor Plan");

(b) The improvements, fixtures, color schemes and appliances for the Lot will be chosen by Buyer within 15 calendar days of the date this contract is approved. This will be accomplished by Buyer meeting with the builder and making such choices in writing on such form as may be provided by builder; when completed and signed such form will become part of this contract as Exhibit B. Such exhibit will also show any revisions to the Price shown below.

2. PURCHASE PRICE AND TERMS. The purchase price for the Property is \$ _____ (the "Purchase Price"), payable in United States dollars by you to us as follows:

Item	Amount	Amount
Price		
Earnest Money Deposit (Non-refundable)		
Estimated Balance Due at Closing		
TOTALS		

ACTUAL AMOUNT DUE AT CLOSING IS SUBJECT TO CHANGE BASED ON CLOSING COSTS AND PRORATIONS PROVIDED FOR HEREIN AND ANY ADDITIONAL CHARGES/CREDITS BUYER AND SELLER MAY AGREE TO.

(a) **Earnest Money Deposit (Non-Refundable).** As earnest money deposit and part payment of the Purchase Price, as provided above, the sum of \$20,000.00 in the form of cash or check, will be paid by you to us at the time you sign this Agreement. The earnest money deposit to be paid hereunder and any prepayment for Change Orders is referred to in this Agreement as the "Earnest

Buyer Initials: _____

Money" and will be deposited into an escrow account with Land Title Guarantee Company (the "Title Company"), to be held in a federally-insured, non interest-bearing account. THIS EARNEST MONEY IS NON-REFUNDABLE EXCEPT AS PROVIDED FOR HEREIN.

(b) Cash at Closing. The balance of the Purchase Price will be paid by you to us in cash, electronic transfer funds, or certified funds at Closing (as defined in Section 6 below).

3. *[Intentionally blank]*

4. CONSTRUCTION OF THE CABIN

(a) The Purchase Price is for a Lot with a completed cabin. We are not acting as your contractor with respect to the construction of the cabin. You have no right, title or interest in the Property or the cabin, except the right and obligation to buy the Property in accordance with the terms of this Agreement upon completion of the cabin.

(b) Reasonably soon after we obtain a building permit for the cabin, the builder will (subject to the terms and conditions of this Agreement) commence construction. Once construction is begun, the builder will diligently pursue completion, subject to delays caused by weather, strikes, inability to obtain materials, labor shortages, acts of God, war, casualty, contractor's breach of contract, lender's delay in disbursement, government regulations, court decree or order, delays attributable to you or any other occurrence or condition beyond our control (each a "Force Majeure Delay").

(c) We will cause the builder (the "Builder") to supervise and direct the construction of the cabin. During construction, neither you nor your agents or invitees may enter the cabin construction site unless accompanied by one of our authorized representatives. You understand and agree that the supervision and direction of the construction rests exclusively with the Builder. You agree to indemnify and hold us harmless with respect to any injury or loss to any person or property that is caused by your violation of the terms of this paragraph.

(d) The builder has the right to substitute materials, equipment, appliances, landscaping materials and fixtures shown on Interior Improvements exhibit and finish samples or specified on the plans and specifications with builder determined equal or better materials, as necessary or appropriate during the course of construction, including, without limitation, modifications and substitutions necessary or appropriate to: (1) meet requirements of any governmental authority, (2) correct errors, omissions and oversights, (3) meet unanticipated site requirements, (4) overcome hindrances to the expeditious completion of construction due to strikes or materials or labor requirements, (5) make minor relocation of electrical, plumbing, heating and similar services and equipment, and (6) account for manufacturing alterations, discontinuance or product unavailability. Without limiting the foregoing, the builder may modify the size, plans and specifications for the cabin, even if such modifications result in minor additions or reductions in the size of the living space or result in the minor alterations to the layout. It is anticipated that there will be minor deviations in room dimensions, locations of windows, doors, heating registers and controls, electrical outlets and switches, telephone outlets and other items of similar nature from the sample selections and plans and specifications. You are specifically cautioned against ordering any items such as drapes, built-in cabinets or custom furniture which require exact measurements until you can actually take measurements in the fully completed cabin.

(e) You hereby acknowledge that any artist renderings, marketing materials and cabin models are displayed for illustrative purposes only and do not constitute an agreement or commitment on our part to deliver the cabin or improvements in exact accordance with the rendering or finish samples, except as otherwise expressly stated in this Agreement.

5. COMPLETION OF THE CABIN AND INSPECTION UPON COMPLETION.

(a) The Seller agrees to diligently manage completion of the construction to the point where a Certificate of Occupancy may be obtained within six months after the date you sign this Agreement (the "C.O Date". This Date will be automatically extended for any Force Majeure Delay however, in no event will this Date be extended beyond one year.

(B) At the C.O. Date there may be several items left to be finished that would not affect issuance of the C.O. Such items will be completed expeditiously as conditions allow. Some items, such as landscaping, may require that conditions on the ground change before completion is practicable, e.g. snow coverage will prevent such work until it has melted. All such items should be included on the Punch List.

(b) After the C.O. Date but prior to Closing, we and/or the builder will notify you of a date and time for an inspection of the cabin. At that date and time, you or your representative will inspect the cabin with our representative and will prepare a reasonable list (the "Punch List") of minor construction items required to be completed or repaired. At the time of agreement upon the Punch List, you will be deemed to have accepted all aspects of the Lot (including the Interior Improvements) other than the Punch List items. Your agreement to the Punch List shall be conclusive evidence that the Cabin was constructed in accordance with this Agreement and the plans and specifications, subject only to reasonable completion of those items on the Punch List. We will endeavor to complete or repair any items on the Punch List prior to Closing, but the date of Closing will not be delayed and the Purchase Price will not be reduced as a result of the failure to complete such items prior to Closing. No funds will be withheld at Closing on account of the Punch List. We agree to complete unfinished Punch List items within 30 days after Closing, subject to Force Majeure Delay, and subject to the need for additional time to complete such for items that require no snow cover should such be in place at Closing.

6. CLOSING

(a) Subject to the provisions of this Agreement, the consummation of the purchase and sale of the Property (the "Closing") will be held on the date and at the time and place designated by us in a written notice to you. We will provide you with at least fifteen (15) calendar days' prior written notice of the closing date. In no event will the closing date occur earlier than ten (10) calendar days following the Completion Date.

(b) At Closing, you will pay the Purchase Price to us, as to which you will receive a credit equal to the amount of the Earnest Money released from escrow to us at Closing. You further agree to pay at Closing:

- (1) One-half of the fees for real estate closing and settlement services (your share of which is estimated to be approximately \$150.00).
- (2) The sum of \$750.00 as an Initial Assessment for the purposes described in section 6.2.3 of the Declaration of Covenants for Edgewater, which sum will not be deemed to be an advance payment of any assessments, fees, or other charges which may be imposed or collected by Edgewater Resort Owners Association;
- (3) Any sales tax attributable to that portion of the Property which is personal property (as to which we will allocate, in our reasonable discretion, and designate on the bill of sale that portion of the Purchase Price which is attributable to personal property).

The amounts to be paid by you at Closing MUST be paid in cash or by certified check, cashier's check, or wire transfer.

(c) At Closing, following your payment of the Purchase Price, we will furnish a good and sufficient Special Warranty Deed (and as to personal property, a bill of sale, without warranty) conveying title to the Property to you, free and clear of liens and encumbrances except the following:

- (1) general taxes, assessments and charges of whatever nature for the year of Closing and all subsequent years, whether assessed against the Property by the State, County, Town of Granby or other governmental or quasi-governmental entity having authority to assess such taxes, assessments or charges (including , without limitation, any taxes, assessments or charges against the Property as a result of the inclusion of the Property in any metropolitan district, special improvement district, water and sanitation district, fire protection district or park and recreation district);

- (2) easements, roads, rights-of-way, covenants, conditions, restrictions, agreements and reservations of record or apparent upon the physical inspection of the Property, including, without limitation, the easements reserved or referred to in the Declaration or shown on the recorded subdivision plat.
- (3) all building and zoning laws or regulations and any other laws, ordinances, rules and regulations of any governmental or quasi-governmental body having authority over the Property;
- (4) the Title Documents (as defined in Section 7(a) below) which are not objected to by you under Section 7(b) below, and the Title Documents which are objected to by you under Section 7(b) below but are cured by us or waived by you as provided in Section 7(c) below; and
- (5) the governing documents (as defined in Section 8 below).

(d) Taxes and assessments for the year of Closing, based on the most recent levy and assessment, will be prorated to the date of Closing. Charges for water, sewer, gas, electricity and other utilities, if applicable, and owners association dues will be prorated to the date of Closing based on actual figures (or if actual figures are not then available free of charge, based on our reasonable estimate). All adjustments and prorations will be final. You understand and agree that sums estimated for taxes or insurance may increase or decrease depending upon changes in real property tax assessments and insurance rates.

7. TITLE DOCUMENTS, TITLE REVIEW AND RIGHT TO CURE.

(a) We will, at our expense, furnish to you a current commitment for a standard owner's title insurance policy issued by the Title Company in an amount equal to the Purchase Price (the "Title Commitment") on or before the date that is fifteen (15) calendar days after the date we sign this Agreement. We will cause the Title Company to provide you with copies of the recorded instruments which are identified in Schedule B-II of the Title Commitment as exceptions to title. The Title Commitment and associated exception documents, as well as the final approved plat of the real property containing the Lot, are referred to in this Agreement as the "Title Documents."

(b) You have the right to inspect the Title Documents. You may object to any title conditions shown by the Title Documents by delivering written notice of objection (stating each objection with specificity) (the "Title Objections") to us no more than seven (7) calendar days after you receive the Title Commitment. If we do not receive your notice of Title Objections within such seven day period, you will be deemed to have accepted as satisfactory the condition of title as disclosed by the Title Documents.

(c) If we receive timely notice of the Title Objections as provided above, we will notify you of our intentions with respect to the cure of those Title Objections. If we notify you that we do not intend to cure a Title Objection, then you may either: (1) terminate this Agreement by written notice to us within five (5) calendar days of our notice to you, in which event the Earnest Money will be returned to you, or (2) waive such Title Objection. (If we do not receive timely notice of termination, you will be deemed to have waived the Title Objections described in our notice of intent not to cure). Unless we notify you that we do not intend to cure a Title Objection as provided above, we agree to use reasonable efforts to cure the Title Objections prior to the date of Closing. You agree that our attainment of affirmative title insurance protection with respect to a Title Objection in an amount not less than the Purchase Price, or the deletion from Schedule B-II of the Title Commitment of an instrument giving rise to a Title Objection, is sufficient to cure such Title Objection. If we have agreed to cure a Title Objection but fail to do so on or before the date of Closing, this Agreement will terminate (unless otherwise agreed by you and us in writing) and the Earnest Money will be returned to you. If this Agreement terminates as provided in this subsection, then upon such termination, the Earnest Money and accrued interest thereon will be returned to you and each party will be released from all further liability and obligations pursuant to this Agreement.

(d) If at any time prior to Closing an updated Title Commitment is issued which contains any exceptions to title which were not included within Schedule B-II of the initial Title Commitment as reviewed

by you (other than the Governing Documents, as to which your sole rights of review and objection are governed by Section 8 below), you will have the same right to object and we will have the same right to cure as stated above, and subject to the same time periods and waiver provisions stated above. The updated Title Commitment will be and form part of the Title Documents as defined in this Agreement.

(e) At Closing, we will pay the premium, at standard rates, for the title insurance policy contemplated by the Title Commitment, and instruct the Title Company to issue and deliver such policy to you as soon as practicable after Closing.

(f) **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 EXCESS TAX BURDENS 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. YOU SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

8. ASSOCIATION DOCUMENTS. You acknowledge being advised to download or review copies of the Declaration of Covenants for Edgewater Resort, as well as the Articles of Incorporation, Bylaws and Good Governance Policies governing the owners association (the "Documents"). These are immediately available at the association's website located at cabinsonariver.com. If you do not do this prior to your receipt of the Title Insurance Commitment you will find it difficult to meet the various time deadlines that will begin with delivery to you of that commitment.

9. DEFAULT. Time is of the essence of this Agreement. If any note, or check received as Earnest Money or any other payment due under this Agreement is not made, honored or tendered when due, or if any obligation under this Agreement is not performed as and within the time period provided, the party failing to timely pay or perform will be in default hereunder. In the event of a default, the non-defaulting party will have the following remedies:

(a) If we are in default, other than a default described in paragraph (b) below, you may, as your sole and exclusive remedy, terminate this Agreement by written notice to us within ten (10) calendar days after such default, in which event your Earnest Money will be returned to you and the parties will have no further obligations or liability under or in connection with this Agreement.

(b) If for any reason, other than default by you or other Force Majeure Delay, we have failed to complete construction of the Cabin to the extent require above on or before the C.O. Date, as provided in Section 5(a) above, then you may elect to either: (1) terminate this Agreement by written notice to us within thirty (30) calendar days after the Completion Date in which event your Earnest Money will be returned to you, together with accrued interest thereon, and the parties will have no further obligations or liability under or in connection with this Agreement, or (2) not terminate this Agreement and await completion of the Cabin and closing.

(c) If you are in default, our sole and exclusive remedy is to terminate this Agreement, in which event we are entitled to retain, as liquidated damages, the Earnest Money (together with accrued interest) and any prepayments or other amounts paid by you under this Agreement. You acknowledge and agree that the actual damages to us would be extremely difficult and impractical to ascertain, and that the liquidated damage amount referenced above is a fair and reasonable approximation thereof.

11. DAMAGE BEFORE SALE. If after commencement of construction of the Cabin but prior to Closing, the Cabin is destroyed or damaged by fire or other casualty, we have the right to terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, if we terminate this Agreement pursuant to this Section 11, then your Earnest Money will be returned to you, and you will have no further rights or recourse against us.

12. DISCLAIMER OF WARRANTIES; REPRESENTATIONS. Notwithstanding any other provision of this Agreement, the following provisions will control in the event of any conflict or inconsistency.

(a) **Reliance by You.** You will rely on your own conclusions with respect to any environmental, legal, factual or any other type of inquiry or inspection of the Property and the Cabin.

(b) **Limited Warranty.** The Cabin will be constructed by Great Western Homes, Inc., a Colorado corporation ("Builder"), or such other builder as Seller may choose in its sole discretion, which will also provide a manufacturer's warranty at closing. A pro forma copy thereof is available on request. The Limited Warranty is the sole responsibility of Builder and not of Seller. As to items the Builder did not manufacture, such as air conditioner, water heater, refrigerator, range, dishwasher and other appliance, equipment or "consumer product" as defined by the Federal Trade Commission, as well as the Interior Improvements and any personal property, the Builder will pass along to you (if and to the extent the same can be passed along to you) the manufacturer's warranty, if any, without recourse, representation or warranty.

THE EXPRESS BUILDER'S LIMITED WARRANTY IS IN LIEU OF, AND BY EXECUTING THIS CONTRACT YOU WAIVE, ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WHETHER ARISING UNDER STATE OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY FOR HABITATION, FITNESS, OR FITNESS FOR A PARTICULAR PURPOSE. WE EXPRESSLY DISCLAIM ALL WARRANTIES EXCEPT FOR BUILDER'S LIMITED WARRANTY, WHICH IS **NOT** A SELLER WARRANTY AT ALL, AND THOSE WARRANTIES OF TITLE MADE IN THE DEED CONVEYING THE LOT TO YOU. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NOT MADE AND THAT YOU ARE NOT RELYING UPON ANY REPRESENTATIONS WITH RESPECT TO THE PROPERTY, THE SIZE OR LIVING AREA OF THE PROPERTY, THE VALUE OF THE PROPERTY, THE EXISTENCE OR PRESERVATION OF ANY VIEW OR VISTA WITH RESPECT TO THE LOT OR THE CABIN, OR ANY OTHER MATTER RELATING TO THE PROPERTY OR ITS SUITABILITY FOR YOUR INTENDED PURPOSES. IN THAT REGARD, YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING UPON ANY SQUARE FOOTAGE FIGURES REFLECTED IN MARKETING OR OTHER MATERIALS DISTRIBUTED TO YOU OR YOUR AGENTS, OR OTHERWISE REPRESENTED TO YOU, AS SUCH SQUARE FOOTAGE FIGURES MAY NOT REFLECT THE ACTUAL LIVING AREA OF THE CABIN (WHICH MAY BE SMALLER). IT WILL BE YOUR RESPONSIBILITY AFTER CLOSING TO COMPLY WITH ALL INDUSTRY STANDARDS, MANUFACTURERS' POLICIES, RECOMMENDATIONS AND REQUIREMENTS REGARDING MAINTENANCE AND OPERATION OF ANY AND ALL WARRANTED ITEMS OR YOUR WARRANTY RIGHTS MAY BE COMPROMISED

(c) **No Authority to Modify.** No employee or agent of ours, nor any independent broker has the authority to modify the terms of this subsection or to make any agreements, representations, warranties or promises regarding the Property, including the Lot, the cabin or the surrounding properties or the vista or view from the Lot. YOU REPRESENT TO US THAT YOU HAVE READ THIS AGREEMENT AND THAT NO OTHER AGREEMENTS, PROMISES, REPRESENTATIONS, OR WARRANTIES, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT HAVE BEEN MADE BY US OR ANY EMPLOYEE OR AGENT OF OURS. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING UPON ANY STATEMENT, REPRESENTATION, OR WARRANTY NOT SET FORTH IN WRITING IN THIS AGREEMENT.

(d) **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT WE WILL HAVE NO LIABILITY, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER ANY WARRANTY. ALL WARRANTY CLAIMS MUST BE TAKEN UP WITH BUILDER PURSUANT TO THE TERMS OF THE BUILDER'S WARRANTY.

(e) **Merger.** The terms and provisions stated in this Section 12 will remain enforceable and survive the Closing.

13. DEVELOPMENT AND CONSTRUCTION DISTURBANCES. You understand and recognize that the development project of which the cabin and the Lot are a part, Edgewater Resort, is intended to be constructed in phases and developed incrementally over time, and that additional property adjacent to and near the Lot is likely to be developed over time. Accordingly, you acknowledge that there may be certain

inconveniences until construction activities for the entirety of the project and adjacent and nearby properties is completed (including, but not limited to, dust, noise, traffic disruption, interruption of utility services, temporary closure of roadways and parking facilities, and construction debris). In addition, you understand and recognize that our plans to develop future phases of the project are contingent upon circumstances beyond our control, including, but not limited to agreements with and approvals from third parties (such as, by way of example, regulatory approvals from governmental entities and design review approvals). In addition, we have not fully determined the extent to which the project (or parts of the project) will be developed and may elect in our discretion to delay, change the nature or scope of, or cease such development at any time. **YOU WAIVE ALL CLAIMS, AND AGREE TO HOLD US HARMLESS FROM AND AGAINST ANY COSTS, LOSSES OR OCCURRENCES ARISING OUT OF OR ASSOCIATED WITH PHASED CONSTRUCTION ACTIVITIES AND THE ASSOCIATED DISRUPTIONS AND INCONVENIENCES RELATING TO THE DEVELOPMENT OF THE PROJECT AND ADJACENT AND NEARBY PROPERTIES, AS WELL AS ANY DELAYS OR CHANGES IN, OR CESSATION OF, DEVELOPMENT OF THE PROJECT AT ANY TIME.**

14. RESPA AND BROKER DISCLOSURES.

(a) You warrant that you have dealt with no real estate broker in connection with the purchase and sale contemplated by this Agreement, other than _____ as listing agent, and _____, as buyers agent whose company name, address and telephone numbers are as follows:

Company: _____
Address: _____
Telephone: _____ e-Mail: _____

You agree to indemnify and hold us harmless from any claim for a broker's fee, finder's fee or commission of any person, firm or entity other than that identified by you in this Section 14, which indemnity will include, without limitation, reasonable attorneys' fees incurred by us in that regard.

(b) As required by the Real Estate Settlement Procedures Act of 1974, you acknowledge that we have not directly or indirectly required you, as a condition of sale, to purchase either a fee owner's or mortgagee's title insurance policy from any particular title company. We have advised you that we will purchase, at our sole cost and expense, an owner's title insurance policy from the Title Company and, prior to Closing, will provide you with a commitment for a standard coverage title insurance policy. We have also advised you that if you do not wish us to purchase the title insurance policy from the Title Company, you may elect to obtain such insurance from a company of your choice and you will pay at Closing or at initiation, as required, that portion, if any, of the title insurance premium in excess of what the premium would have been if you had accepted the title insurance policy offered by us.

(c) You acknowledge that we have not directly or indirectly required you, as a condition of sale, to obtain financing or financing services from any particular lender.

15. ASSOCIATION ASSESSMENTS. The regular assessment of Edgewater Resort Owners Association is currently \$265.00. per month. This assessment as well as any budget adopted or established by the Association Board is subject to change as provided in the Documents.

16. MISCELLANEOUS.

(a) Each and every covenant and agreement contained in this Agreement is, and will be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or any party or any circumstance will to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or parties or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

(b) Except for provisions of this Agreement that are performed at or before Closing, each provision of this Agreement will survive the Closing and delivery of the deed.

(c) This Agreement must be construed and interpreted in accordance with the laws of the State of Colorado.

(d) You may not assign your interest under this Agreement without our prior written consent which consent may be withheld in our sole discretion or may include conditions including, but not limited to, modification of the terms of this Agreement and you remaining fully liable for performing all terms and provisions of this contract notwithstanding the assignment. Subject to such consent, conditions and restrictions, this Agreement will inure to the benefit of and be binding upon the parties and their respective heirs, successors, assigns and legally appointed personal representatives.

(e) Notices required or allowed by this Agreement will be in writing and will be mailed or sent by commercial carrier to the other party, postage prepaid, at the party's address set forth herein. Any notice may be transmitted to the e-mail address provided and will be deemed given on the date of successful transmission. Any mailed notice will be deemed given five days after mailing or on the date of receipt if signed for in less than five days. Any notice by e-mail will also be sent by postal mail or by commercial carrier.

(f) This Agreement sets forth the entire agreement between you and us with respect to its subject matter and no amendment or modification of this Agreement will be binding or valid unless expressed in a writing executed by both parties hereto. This Agreement supersedes all prior understandings or agreements between the parties, whether written or oral, with respect to its subject matter.

(g) This Agreement may not be recorded, and any recorded reference to this Agreement will in no way be construed as imposing or constituting a cloud or lien on title to the Property. Any recording of this Agreement by you will be a default of this Agreement, entitling us to our rights and remedies for default. THE PARTIES DIRECT ANY TITLE EXAMINER TO IGNORE ANY RECORDED COPY OF THIS AGREEMENT AS HAVING NO EFFECT ON TITLE TO THE PROPERTY.

(h) A copy of this Agreement may be executed by each party separately, and when each party has executed a copy thereof, such copies taken together will be deemed to be a full and complete Agreement between and binding upon all parties.

(i) Original signatures on copies of this Agreement transmitted by e-mail will be deemed originals for all purposes and will be binding on the parties. If requested by us, you will conform a digital signature by delivery of the original signature within ten (10) calendar days. The failure to request or deliver an original signature will not affect this Agreement in any manner.

(j) The captions and headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several provisions hereof.

(k) If the purchaser under this Agreement is more than one person or entity, their obligations under this Agreement are joint and several, and each appoints the other(s) as his, her or its agent for all purposes under this Agreement.

(l) The parties agree that this Agreement will not, in the event of any vagueness or ambiguity in any provision hereof, be construed or interpreted against any party hereto, but will instead be interpreted according to the fair and common meaning of its terms.

(m) This Agreement has important legal consequences. By signing this Agreement, you acknowledge that we have recommended that you obtain the advice of your own legal counsel regarding the examination of title and this Agreement. Whether or not you have done so has been your own decision, freely arrived at.

(n) The parties hereto expressly covenant that they will act in good faith towards one another in the execution of this Agreement, in the performance of any conditions or obligations required herein, and in any dealings with each other relating to this Agreement.

(o) The parties each acknowledge, by their respective signatures hereto, that the law prohibits discrimination for or against any person because of race, creed, color, sex, national origin, marital status, or physical disability.

(p) If a dispute arises relating to this Agreement and is not resolved, the parties will first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within sixty (60) calendar days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, will terminate.

(q) In the event such a dispute is not resolved by mediation, the parties may take such additional action as is deemed necessary. The prevailing party in any litigation shall be entitled to recover all costs, including attorneys fees.

17. EFFECTIVE DATE/ACCEPTANCE. This Agreement is not binding on us unless and until accepted in writing by an authorized representative of ours. Upon such acceptance, a signed copy will be returned to you. Sales representatives are not authorized to accept this Agreement. Acceptance of the Earnest Money does not constitute acceptance of this Agreement by us. In the event this offer is not accepted by us, we have no obligation under this Agreement and all Earnest Money will be refunded to you.

18. ADDITIONAL PROVISIONS.

(a) Soils analysis and Site Recommendations. Seller has provided Buyer with a copy of a summary report of the analysis and the site recommendations, a copy of which is attached as Exhibit C. For sites in which significant potential for expansive soils is recognized, the builder or his representative shall supply each buyer with a copy of a publication detailing the problems associated with such soils, the building methods to address these problems during construction, and suggestions for care and maintenance to address such problems.

(b) This project and the Lot that is the subject of this Agreement is located in the Rocky Mountains. All projects in the mountains entail certain risks including, but not limited to, avalanches, landslides, debris flows, floods, snow loads, ice hazards and other such events. BUYER ACKNOWLEDGES UNDERSTANDING THAT THIS IS THE CASE, WAIVES ALL CLAIMS, AND AGREES TO HOLD US HARMLESS FROM AND AGAINST ANY COSTS, LOSSES OR OCCURRENCES ARISING OUT OF OR ASSOCIATED WITH THESE EVENTS.

By signing below, you acknowledge that you have read and understand all of the terms and conditions of this Agreement. This Agreement will not become a binding, enforceable contract unless and until we accept it by signing below and you receive notice of our acceptance. The effective date of this

[There is no additional text on this page]

Agreement will be the date on which we accept it by signing below.

PURCHASER:

Name: _____

Date: _____, 201__

Name: _____

Date: _____, 201__

ACCEPTED by Seller this _____ day of _____, 201__
Mutual of Omaha LoanPro, LLC

by: _____
Jarryd Israel, Senior Vice President

Exhibits:

- A – Floor Plan
- B – Improvements, fixtures, color schemes and appliances (to be provided by builder)
- C – Summary soils analysis

We hereby acknowledge receipt of a copy of the above contract and receipt of Earnest Money deposit in the amount of \$_____ this ___ day of _____, 201__

Land Title Guarantee Company

By: _____

Name: _____

Title: _____