

**ADDENDUM A
TO CONTRACT TO BUY AND SELL REAL ESTATE**

This Addendum to Contract to Buy and Sell Real Estate (this “Addendum”) is entered into as of the ____ day of _____ 20__ and is made a part of that certain Contract to Buy and Sell Real Estate (Land) of even date herewith, by and between, _____ as Buyer, and DREAM WEAVER HOLDINGS, LLC as Seller (the “Contract for the purchase of the real property described as _____ or Lot Number ____, Dreamers Ridge Phase 1, as further described on Exhibit A (the “Lot”).

1. Addendum Controls; Definitions. The terms and conditions of this Addendum shall govern in the event of any conflict between the terms and conditions set forth herein and the terms and conditions of the Contract. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed them in the Contract.

2. Purchase Price, Closing Date and Price Adjustment. Seller shall sell, and Buyer shall purchase, the Lot for \$_____ (the “Purchase Price”), payable as follows:

- A. Earnest Money. On or before the Earnest Money Deadline, Buyer shall deposit with the Title Company \$_____. The Earnest Money shall remain refundable to Buyer until the first day following the Inspection Resolution Deadline. Thereafter, the Earnest Money shall remain in escrow and only be refundable to Buyer (i) upon a default of Seller, or (ii) in the event any other provision of this Contract expressly authorizes the return of the Earnest Money to Buyer. The Earnest Money shall be applied to the Purchase Price at Closing.
- B. Cash at Closing. The Buyer shall pay the balance of the Purchase Price at Closing in good funds.
- C. Closing. The Closing Date shall be _____, 20__ provided that Buyer may extend the Closing Date only by mutual written consent of the Parties. If Buyer fails to extend the Closing Date or otherwise fails to close on or before _____, 20__, this Contract shall terminate.

3. Lot. The Lot consists of one (1) or more acres, as described on Exhibit A.

- A. Mineral Rights. Seller is not conveying to Buyer any minerals, mineral rights, oil, oil rights, gas, gas rights, water, water rights, if appurtenant to or located on or under the Lot (the “Mineral Rights”). Title to real property related to the Lot will be subject to reservations by Seller, or others parties of all oil, coal and other minerals underlying or associated with the Lot, including but not limited to certain oil and gas leases which affect the Lot. Seller will sever ownership of any Mineral Rights prior to Closing. Seller further notifies Buyer of the existence of a Surface Use Agreement regarding use of property within the Dreamer’s Ridge Subdivision, with regard to the Lot or adjacent to the Lot.
- B. Water Rights. Seller shall retain any and all water and water rights owned by Seller and appurtenant to or otherwise relating to the Lot.

4. Metropolitan District. The Lot is contained within The Shores on Plum Creek Metropolitan District No. 10 a quasi-municipal corporation and political subdivision of the State of

Colorado (the “District”). Buyer’s acquisition of the Lot shall be expressly subject to the District, including all funding and authority related to the District and provision of public improvements, facilities and services as outlined and authorized by Title 32, C.R.S. and the Service Plan approved by the Town of Frederick, Colorado. The District has been established for constructing or assisting with financing related to some or all of the onsite and offsite infrastructure for the Lot (including, without limitation, roads, drainage improvements, utility lines), and maintaining improvements (including landscaping, fencing, neighborhood signs, entry features, open space, fencing and irrigation water systems (if applicable) and provides for a mill levy and property tax assessment upon owners of property within the District to pay the cost of providing such services and operating and maintaining such improvements.

District property owners shall be assessed certain ad valorem property taxes, fees, tolls and charges as set forth in an approved Service Plan for the Districts for the purpose of paying for the cost of a portion of the construction of public improvements and facilities necessary to serve The Shores on Plum Creek Metropolitan District No. 10. District No. 10 will assess a mill levy of twenty-five (25) mills for purposes of paying for the public infrastructure improvements installed to make the Lot permit ready. The Seller and the Developer constructing or coordinating the construction of the public improvements and facilities needed for the Lot intend on the District assessing the 25 mills against the property until One Hundred Thousand Dollars (\$100,000) of the initial cost of building the public improvements needed for the subdivision (plus interest of 6.75% per annum) is repaid by the Lots within the Dreamers Ridge Phase 1 subdivision, including, but not limited to the capital costs related to the installation, ownership, operation, repair or maintenance of the Public Infrastructure required to provide facilities and services to the Lot, after which time District No. 10 will assess what is necessary to operate the Filing No. 1 subdivision in lieu of or in addition to a property owners and/or homeowner’s association at the direction of the property owners.

5. Buyer’s Cooperation with Seller.

5.1 Entitlements. Buyer agrees to cooperate with Seller’s efforts to obtain the necessary approvals of the Town of Frederick or other approving jurisdiction regarding the development of additional property owned by Seller in Seller’s “Dreamers Ridge” related development projects in the vicinity.

5.2 Metropolitan District Election. Buyer acknowledges Seller or Seller’s affiliate is in the process of completing the organization and debt election for the District. Buyer and Seller acknowledge and agree that the aforementioned Lot is located in the District and requires an election in November of 2019 to complete the process of obtaining the necessary authorizations to incur debt and assess a mill levy to pay for the public improvements referenced herein. In furtherance of those efforts, Buyer agrees to cooperate with Seller’s efforts to affect the November 2019 election for the District and agrees to execute such documents as Seller may require for the purposes of facilitating said election. Should Buyer have any questions, they can contact the District Manager or District Counsel regarding questions related to the election.

5.3 Developer Reimbursement. The District’s Development Reimbursement Agreement will remain in full affect until the one hundred thousand dollars (\$100,000) mentioned above has been repaid to the developer or the responsibility for their repayment has been discharged. Repayment will only occur until the funds have been repaid to Seller from documented funds advanced by Seller, then all future repayments shall be as follows:

- (i) Seller shall receive 100% of all of the rights to reimbursements from the District until Seller has been repaid. It is the intent of the Parties that Seller will retain the rights to all oil, gas and minerals related to

the Lot, including any revenue generated by the District on such oil, gas and minerals. As such, Seller will be credited for its share of reimbursable public improvement costs and expenses for those public improvements constructed, certified, dedicated and accepted by the Districts equivalent to the amount of revenue generated by the real and personal property taxes generated within the Districts related to the oil and gas production and taxes received by the Districts.

- (ii) Seller will be entitled to the benefits of all incentives and tax credits that may flow through the District and Buyer will have no claim for those funds. Buyer and Seller will work cooperatively and execute agreements as reasonably required to give Seller needed access to adequate financing and tax incentives available in the market or obtainable through negotiations with the Town, County, State or other funding or financing entity.

5.4 Consideration for District Reimbursements. The purchase price for the Lot includes a reimbursement interest in the District retained by the Seller. In accordance with Sections 5.5 and 5.6 below, Seller's obligation to close the sale of the Lot to Buyer is conditioned upon Buyer, Seller and the District confirming that in the District Development Reimbursement Agreement provide that Seller shall be entitled to reimbursements for all Public Improvements dedicated and/ or accepted by the District or the Town or County as appropriate.

5.5 No Petition for Exclusion. Buyer and Seller further agree that the sale of the Lot shall be expressly conditioned upon the agreement of Buyer, its heirs, affiliates, successors and assigns, that the Lot will remain within the District and subject to its mill levies, and that the Buyer, its heirs, affiliates, successors and assigns will agree to subrogate the Lot to the Districts, and that Buyer, its heirs, affiliates, successors and assigns will not petition to exclude the Lot from the District boundaries. Should the Buyer petition for exclusion prior to completion of the November 2019 election, a proportionate share of the debt/capital improvement obligations shall be apportioned to each lot, plus accrued interest outstanding at the time of the exclusion.

5.6 District Infrastructure and Amendment to Current Service Plan Agreement Condition. Seller receiving reimbursement from the District relating to public infrastructure is a material condition and provides material consideration for Seller's willingness to sell the Lot for the Purchase Price. Buyer and Seller negotiated the Purchase Price with this condition in mind and the parties acknowledge that the Purchase Price would be significantly higher should Buyer not enter into such an agreement. Seller's obligation to close the sale of the Lot is expressly conditioned upon Buyer acknowledging and consenting to the following:

6 Survive Closing. To the extent any right or obligation of the Parties hereunder requires performance after the Closing, such right or obligation shall survive Closing.

7 Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

8 Counterparts. This Contract and Addendum may be executed in several counterparts (all or any of which can consist of facsimile copies) which documents shall be construed together as one agreement.

This Addendum A to Contract to Buy and Sell Real Estate has been executed with the Contract as of the date set forth above.

BUYER:

By: _____
Printed Name: _____

By: _____
Printed Name: _____

SELLER:

DREAM WEAVER HOLDINGS, LLC,
a Colorado limited liability company

By: _____
Printed Name: _____
Its: Manager

**RECEIPT AND ACKNOWLEDGEMENT BY
TITLE COMPANY**

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of the Earnest Money and a fully executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Earnest Money in accordance with the terms of the Agreement. While the Title Company holds in escrow any Earnest Money in the form of cash, it agrees to invest it in interest-bearing accounts as provided in the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the _____ day of _____, 20____.

TITLE COMPANY

By: _____

Print Name: _____

Title: _____

**BUYER'S/OWNER'S CONSENT TO SUBROGATION
OF CERTAIN REAL PROPERTY
TO
THE SHORES ON PLUM CREEK METROPOLITAN DISTRICTS**

A portion of the property within the Dreamer's Ridge Subdivision, including, but not limited to the Lot currently is owned by or under contract to purchase by _____ ("Owner" or "Buyer" as appropriate). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as evidenced by signature below, Owner hereby consents to subject its Lot to The Shores on Plum Creek Metropolitan District No. 10 (the "District") including the related terms and conditions for the organization, formation and operations of the District contained within a Service Plan approved for the Lot, organized and existing pursuant to Article I of Title 32 C.R.S., commonly known as the "Special District Act" formed to facilitate the financing, ownership, operation and maintenance of certain public improvements constructed and dedicated by or on behalf of the District for the benefit of the Lot.

Executed this _____ day of _____, 20__.

Signed: _____
By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

Witness my hand and seal of office.

My commission expires: _____

[S E A L]

Notary Public

EXHIBIT A

(Legal Description and Map of Lot/Property
contained within Dreamer's Ridge Phase 1 Subdivision)

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING PART OF THAT PROPERTY DESCRIBED IN DEED RECORDED MAY 22, 2014 AT RECEPTION NO. 4017834, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE S89°35'35"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1288.24 FEET; THENCE N48°23'39"E A DISTANCE OF 51.26 FEET; THENCE N22°35'25"E A DISTANCE OF 41.65 FEET; THENCE N42°58'02"E A DISTANCE OF 68.08 FEET; THENCE N47°13'49"E A DISTANCE OF 68.16 FEET; THENCE N51°31'19"E A DISTANCE OF 76.89 FEET; THENCE N60°37'32"E A DISTANCE OF 93.31 FEET; THENCE N65°10'10"E A DISTANCE OF 151.59 FEET; THENCE N53°50'09"E A DISTANCE OF 87.55 FEET; THENCE N49°53'41"E A DISTANCE OF 125.69 FEET; THENCE S83°13'11"E A DISTANCE OF 62.67 FEET; THENCE N76°49'05"E A DISTANCE OF 49.46 FEET; THENCE N61°49'25"E A DISTANCE OF 42.95 FEET; THENCE N42°20'35"E A DISTANCE OF 74.99 FEET; THENCE N28°52'44"E A DISTANCE OF 71.21 FEET; THENCE N53°05'32"E A DISTANCE OF 108.19 FEET; THENCE N28°37'37"E A DISTANCE OF 203.98 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY DESCRIBED IN DEED AT RECEPTION NO. 4017834; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING EIGHT (8) COURSES:

- 1) S32°33'54"E A DISTANCE OF 16.76 FEET;
- 2) S32°41'25"E A DISTANCE OF 274.49 FEET;
- 3) S32°12'29"E A DISTANCE OF 216.63 FEET;
- 4) S00°13'23"E A DISTANCE OF 58.72 FEET;
- 5) S31°58'16"E A DISTANCE OF 253.06 FEET;
- 6) S33°00'28"E A DISTANCE OF 64.67 FEET;
- 7) S44°23'40"E A DISTANCE OF 91.13 FEET;
- 8) S67°35'50"E A DISTANCE OF 33.81 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE S89°43'33"W A DISTANCE OF 263.06 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 597,354 SQUARE FEET OR 13.713 ACRES, MORE OR LESS.

