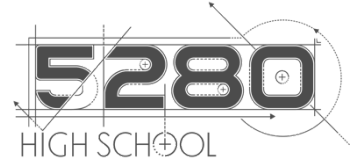


BOARD OF DIRECTORS

AGENDA - REGULAR MEETING



DATE: Thursday, November 30, 2023

TIME: 5:30pm MST

LOCATION: via Online Video Call:

5280HS Board of Directors Line

<https://us06web.zoom.us/j/4404848951?pwd=L3B0YXhPWHI2L2kxOFkwQ3RuUmgwZz09>

Passcode: 4tJw9h

CALL TO ORDER, 5:30pm

1.0 COMMENTS

Reading of 5280 High School Mission: *Through authentic academic experiences and a culture of holistic wellness embedded in strong diverse community, 5280 High School prepares all students for success in college, their future career, and anything that life throws at them.*

- Comments and celebrations from board members
- Public comment from guests and community members

2.0 CONSENT ITEMS

- Approve October 26, 2023 Regular Meeting Minutes

3.0 COMMITTEE AND STAFF REPORTS

- Finance Committee Report (Carie)
 - October Financials
- Fundraising Committee Report (Christine)
 - Update on current status for FY24
- Governance Committee Report (Dan)
 - Vote for Board Chair
 - Christine O'Connell Nominated 10/26/23
- School Director Report (Jeremy)
- Executive Director Report (Dan)

4.0 New Business

- Discussion - December Board Meeting Date
- 1100 Review

5.0 EXECUTIVE SESSION (if needed)

In accordance with the Colorado Open Meetings Law (Section 24-6-401 and 24-6-402, C.R.S.), the following matters may be considered in Executive (Closed) Session:

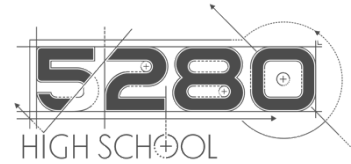
- Personnel matters

6.0 ADJOURNMENT

Next Meeting: [Thursday, January 25, 2024](#)

BOARD OF DIRECTORS

AGENDA - REGULAR MEETING



DATE: Thursday, October 26, 2023

TIME: 5:30pm MST

LOCATION: via Online Video Call:

5280HS Board of Directors Line

<https://us06web.zoom.us/j/4404848951?pwd=L3B0YXhPWHI2L2kxOFkwQ3RuUmgwZz09>

Passcode: 4tJw9h

CALL TO ORDER, 5:30pm

1.0 COMMENTS

Reading of 5280 High School Mission: *Through authentic academic experiences and a culture of holistic wellness embedded in strong diverse community, 5280 High School prepares all students for success in college, their future career, and anything that life throws at them.*

- Comments and celebrations from board members
- Public comment from guests and community members

2.0 CONSENT ITEMS

- Approve September 21, 2023 Regular Meeting Minutes

Motion made, seconded. Minutes approved unanimously.

3.0 COMMITTEE AND STAFF REPORTS

- Finance Committee Report (Carie)
 - September Financials
 - Audit update

Lengthy review of Financial Statements, Balance Sheet, Cash Flow, and Statement of Activity. Audit submitted 10/22

- Fundraising Committee Report (Christine)
 - Update on current status for FY24

**Colorado Gives Campaign - board ask for names
Grants update including potential grant applications**

- Governance Committee Report (Dan)

Agenda is body of governance work

- School Director Report (Jeremy)

SD Reported on three priority areas - Culture, Recovery, Instruction

- Executive Director Report (Dan)

ED Reported on modular, audit, grant status, 1100 property, and CDPHE NON Board members asked questions and discussed 1100 Building, no actions taken

4.0 New Business

- Nominations for Board Chair - **Christine O'Connell Nominated**
- Ratifying Treasurer - **Carie Edquist Ratified by motion, second, and unanimous vote.**
- New Board Member nominations - **Cyndie Alexander and Steph Sanders were nominated and voted on unanimously!**

5.0 EXECUTIVE SESSION (if needed)

In accordance with the Colorado Open Meetings Law (Section 24-6-401 and 24-6-402, C.R.S.), the following matters may be considered in Executive (Closed) Session:

- Personnel matters

No Executive Session was needed.

6.0 ADJOURNMENT - 7:53 pm

Next Meeting: Thursday, November 30, 2023

5280 High School

Statement of Activity by Month

July - October, 2023

	JUL 2023	AUG 2023	SEP 2023	OCT 2023	TOTAL
Revenue					
10 Local Revenue					\$0.00
1510 Interest on Investments	9.28	10.56	9.28	10.24	\$39.36
17 Pupil Activity Revenue					\$0.00
1760 Gifts & Contributions			377.00		\$377.00
Total 17 Pupil Activity Revenue			377.00		\$377.00
19 Other Revenue from Local Sources					\$0.00
1910 Rental/Leases Rev	2,818.81		36.00	40.00	\$2,894.81
1920 Donations from Private Sources	1,450.00	50,000.00	572.22	110,757.04	\$162,779.26
1990 Miscellaneous Revenue				8,703.12	\$8,703.12
Total 19 Other Revenue from Local Sources	4,268.81	50,000.00	608.22	119,500.16	\$174,377.19
Total 10 Local Revenue	4,278.09	50,010.56	994.50	119,510.40	\$174,793.55
30 State Revenue					\$0.00
3000 State Revenue CDE				3,627.69	\$3,627.69
3113 Capital Construction Fund	3,374.74	3,374.74	3,374.74	3,374.74	\$13,498.96
Total 30 State Revenue	3,374.74	3,374.74	3,374.74	7,002.43	\$17,126.65
50 Other Revenue					\$0.00
5700 Charter School Allocation					\$0.00
5701 Charter School Equalization PPR	285,593.59			95,197.86	\$380,791.45
5702 2016 MLO-Ready for College and Career	6,433.45			2,144.48	\$8,577.93
5703 2016 MLO- Classroom Technology	1,070.10			356.70	\$1,426.80
5704 2016 MLO- Great Teachers	5,623.68			1,874.56	\$7,498.24
5705 2016 MLO- Support for the Whole Child	523.02			174.34	\$697.36
5706 2016 Support for the Whole Child HS	4,476.25			1,492.08	\$5,968.33
5707 MLO - Arts/PE/Enrichment	11,161.60			3,720.53	\$14,882.13
5708 MLO - Tutoring	4,967.12			1,655.71	\$6,622.83
5709 MLO - Technology	1,664.98			554.99	\$2,219.97
5710 MLO -Textbooks	3,282.81			1,094.27	\$4,377.08
5711 MLO - Pathways	73,575.00			24,525.00	\$98,100.00
5712 MLO - CTE	5,479.43			1,826.48	\$7,305.91
5713 MLO - High Poverty	610.50			203.50	\$814.00
5714 MLO - Other Instructional Supports	6,289.57			2,096.52	\$8,386.09
5716 MLO Equalization	4,182.38			1,394.38	\$5,576.76
Total 5700 Charter School Allocation	414,933.48			138,311.40	\$553,244.88
Total 50 Other Revenue	414,933.48			138,311.40	\$553,244.88
Total Revenue	\$422,586.31	\$53,385.30	\$4,369.24	\$264,824.23	\$745,165.08
GROSS PROFIT	\$422,586.31	\$53,385.30	\$4,369.24	\$264,824.23	\$745,165.08
Expenditures					
01 Salary Accounts					\$0.00
0100 Salaries	72,409.53	183,501.96	126,845.90	140,390.13	\$523,147.52
0120 Substitutes			1,860.00	7,000.00	\$8,860.00

5280 High School
Statement of Activity by Month
July - October, 2023

	JUL 2023	AUG 2023	SEP 2023	OCT 2023	TOTAL
0150 Addt Pay-Extra Duty Stipend	3,000.00	5,770.00	5,200.00	5,200.00	\$19,170.00
Total 01 Salary Accounts	75,409.53	189,271.96	133,905.90	152,590.13	\$551,177.52
02 Benefits Accounts					\$0.00
0221 Medicare	1,554.89	2,725.51	1,895.28	2,014.49	\$8,190.17
0230 PERA	7,962.62	14,696.01	13,939.45	225.15	\$36,823.23
0231 PCOPS	8,618.44	11,144.80	10,571.05	11,257.18	\$41,591.47
0251 Health Benefits	4,734.25	7,311.43	3,512.72	22,861.63	\$38,420.03
0252 Dental Benefits	176.69	28.00	-39.50	-55.75	\$109.44
0253 Vision Benefits	0.00	4.67	-36.38	-36.38	\$ -68.09
Total 02 Benefits Accounts	23,046.89	35,910.42	29,842.62	36,266.32	\$125,066.25
03 Purchased Professional Services					\$0.00
0313 Bank Fees	24.00	31.26	54.00	24.00	\$133.26
0313b Payroll Processing Fees	301.11	321.11	344.61	335.91	\$1,302.74
0320 Educational Prof Services		400.00		0.00	\$400.00
0321 Therapy/Mental Health Services		250.00	3,655.00	4,505.00	\$8,410.00
0331 Legal Services	618.75	135.00	1,577.50	520.00	\$2,851.25
0332 Auditing	2,580.00			6,020.00	\$8,600.00
0334 Consultant Services			11,666.67		\$11,666.67
0335 Medical Services			1,800.00		\$1,800.00
0339 Purchased Business Services	362.50	447.66	515.00	79.00	\$1,404.16
0340 Technical Services	595.00	852.00	5,404.47	3,600.00	\$10,451.47
Total 03 Purchased Professional Services	4,481.36	2,437.03	25,017.25	15,083.91	\$47,019.55
04 Purchased Property Services					\$0.00
0400 Purchased Property Services	5,813.57	4,761.91	340.00	11,216.86	\$22,132.34
0410 Utilities Services		53.72	123.72	2,837.60	\$3,015.04
0421 Disposal Services	5.95	773.60	462.65	468.60	\$1,710.80
0423 Custodial Services	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
0430 Repairs and Maint	624.85	548.24	3,965.00	13,622.07	\$18,760.16
0441 Rental of Land & Buildings	9,126.00	9,126.00	9,126.00	10,901.00	\$38,279.00
Total 04 Purchased Property Services	18,570.37	18,263.47	17,017.37	42,046.13	\$95,897.34
05 Other Purchased Services					\$0.00
0520 Insurance Premiums					\$0.00
0521 Liability Insurance	2,891.00	2,893.00	2,893.00	2,893.00	\$11,570.00
0525 Unemployment Insurance	214.47	375.93	261.42	277.86	\$1,129.68
0526 Worker's Comp Insurance	602.00	599.00	1,195.00	3.00	\$2,399.00
Total 0520 Insurance Premiums	3,707.47	3,867.93	4,349.42	3,173.86	\$15,098.68
0530 Communications	342.02	461.90	342.02	386.97	\$1,532.91
0531 Phone/Internet/Elevator	1,522.47	1,538.54	1,559.17	1,466.72	\$6,086.90
0533 Postage				15.00	\$15.00
Total 0530 Communications	1,864.49	2,000.44	1,901.19	1,868.69	\$7,634.81
0550 Printing and Binding			213.41		\$213.41
0580 Travel, Registration & Entrance	336.00		317.94	32.00	\$685.94

5280 High School

Statement of Activity by Month

July - October, 2023

	JUL 2023	AUG 2023	SEP 2023	OCT 2023	TOTAL
059 Charter Schools Services Purchased from DPS					\$0.00
0594.1 Purchased Sped Services	5,317.59			1,772.53	\$7,090.12
0594.2 Psych/Soc Work Staffing					\$0.00
0595 Denver Overhead Costs	9,851.54			3,283.84	\$13,135.38
Total 059 Charter Schools Services Purchased from DPS	15,169.13			5,056.37	\$20,225.50
Total 05 Other Purchased Services	21,077.09	5,868.37	6,781.96	10,130.92	\$43,858.34
06 Supplies and Materials					\$0.00
0610 General Supplies	1,349.65	3,127.53	3,533.16	4,225.53	\$12,235.87
0611 Office Supplies	4,630.52	4,265.80	2,941.85	3,334.35	\$15,172.52
0612 Fingerprinting	218.00	54.50	54.50		\$327.00
0613 Custodial Supplies	288.41	2,051.83		426.31	\$2,766.55
0618 Food- Staff meetings & Events	415.69	998.89	1,304.13	812.20	\$3,530.91
0619 Food - Students		1,264.24	1,050.69	1,085.98	\$3,400.91
Total 0610 General Supplies	6,902.27	11,762.79	8,884.33	9,884.37	\$37,433.76
062 Facility Expenses					\$0.00
0620 Energy					\$0.00
0622 Electricity	1,128.14	1,353.10		1,615.94	\$4,097.18
0626 Gasoline (Vehicle)		948.47	1,214.30	947.13	\$3,109.90
Total 0620 Energy	1,128.14	2,301.57	1,214.30	2,563.07	\$7,207.08
Total 062 Facility Expenses	1,128.14	2,301.57	1,214.30	2,563.07	\$7,207.08
0640 Books & Periodicals		720.92			\$720.92
0650 Electronic Media Materials & Subscriptions	100.00	2,620.27	20,987.78	2,699.26	\$26,407.31
0690 Equipment < \$5k	6,614.52				\$6,614.52
Total 06 Supplies and Materials	14,744.93	17,405.55	31,086.41	15,146.70	\$78,383.59
07 Property Expenses					\$0.00
0721 Leasehold Improvements			9,900.00		\$9,900.00
0730 Equipment					\$0.00
0733 Furniture & Equipment				40.00	\$40.00
0735 Non-Capital Equipment	6,495.00				\$6,495.00
Total 0730 Equipment	6,495.00			40.00	\$6,535.00
Total 07 Property Expenses	6,495.00		9,900.00	40.00	\$16,435.00
08 Other Expenses					\$0.00
0810 Dues and Fees	1,619.92	945.57	25.57	790.47	\$3,381.53
0830 Interest	4,799.70	15,618.44	14,788.20	14,788.20	\$49,994.54
0891 Bad Debt	23.76	26.08	31.89	187.10	\$268.83
Total 08 Other Expenses	6,443.38	16,590.09	14,845.66	15,765.77	\$53,644.90
Total Expenditures	\$170,268.55	\$285,746.89	\$268,397.17	\$287,069.88	\$1,011,482.49
NET OPERATING REVENUE	\$252,317.76	\$ -232,361.59	\$ -264,027.93	\$ -22,245.65	\$ -266,317.41
NET REVENUE	\$252,317.76	\$ -232,361.59	\$ -264,027.93	\$ -22,245.65	\$ -266,317.41

5280 High School

Statement of Financial Position

As of October 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
8101 1st Bank - 6216	217,725.69
8101A Schwab Money Market - Restricted to New Facility	25,913.49
Adjustment	0.00
Petty Cash	50.00
Total Bank Accounts	\$243,689.18
Accounts Receivable	
81 Assets	
8153 Accounts Receivable	1,401.92
Total 81 Assets	1,401.92
Total Accounts Receivable	\$1,401.92
Other Current Assets	
8142 Grant Receivable	219,366.40
8143 Grants Receivable - Restricted to Facility	0.00
8181 Prepaid Expense	9,699.68
Total Other Current Assets	\$229,066.08
Total Current Assets	\$474,157.18
Fixed Assets	
1100 W Mississippi Ave	-51.00
Building / Structures	1,984,110.80
Funds Credited for Prop. Taxes for 1/1/23 - 7/10/23	25,649.32
Land	891,412.10
Total 1100 W Mississippi Ave	2,901,121.22
Total Fixed Assets	\$2,901,121.22
TOTAL ASSETS	\$3,375,278.40

5280 High School

Statement of Financial Position

As of October 31, 2023

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
742 Accounts Payable	45,361.97
Total Accounts Payable	\$45,361.97
Other Current Liabilities	
74 Liabilities	
7421 Accounts Payable	0.00
7471 Payroll Liabilities/Deductions & Withholdings	370.13
7471.1 PERA Liabilities	15,897.70
7471.2 Health Insurance Liability	3,056.36
7471.3 Vision/Dental Insurance Liability	588.87
7471.4 Life Insurance Liability	62.00
7471.5 401(k) Liability	392.69
7471.6 Payroll Advance	0.00
7471.7 Wage Garnishments	0.00
Total 7471 Payroll Liabilities/Deductions & Withholdings	20,367.75
7491 Deposits Payable	25,649.32
Total 74 Liabilities	46,017.07
7461 Accrued Salaries & Benes	0.00
Total Other Current Liabilities	\$46,017.07
Total Current Liabilities	\$91,379.04
Long-Term Liabilities	
N/P- First Bank	1,868,000.00
Total Long-Term Liabilities	\$1,868,000.00
Total Liabilities	\$1,959,379.04
Equity	
67 Reserves	
6720 Restricted Fund Balance	
6721 TABOR 3% Emergency Reserve	100,000.00
Total 6720 Restricted Fund Balance	100,000.00
6750 Committed Fund Balance - FY23 Grant Rollover	0.00
6760 Prudent Reserve	0.00
Total 67 Reserves	100,000.00
6770 Unassigned Fund Balance	1,582,216.77
Net Revenue	-266,317.41
Total Equity	\$1,415,899.36
TOTAL LIABILITIES AND EQUITY	\$3,375,278.40

Email from Brandon with Hoff and Leigh Real Estate Agency

I hope you guys had a great day! I wanted to send a quick recap of our conversation today and thank you again for having me out to see the building. I don't want to sound like a broken record, but that truly is my favorite product type and what I'm the most passionate about.

After touring the space, my biggest takeaways are...

Strengths...

- fenced yard
- multiple Overhead doors
- large amount of power
- good warehouse to office ratio
- high ceilings
- industrial zoning

Challenges...

- The building will require some renovations due to age and lack of functional office space
- The concrete alleys in the warehouse pose use challenges
- separate office space with no direct access (I'm going to try to leverage that as some income potential and make it an asset to the building)
- the elevations changes throughout the space

Overall, I think the biggest struggle is going to be timing. Because of the yard, power and location, I think the building can be sold for right around or even above what it was purchased for in July. We face 2 big challenges, 1) the amount of Buyers in the market right now and 2) the amount of those Buyers that are qualified and able to get financing. The right Buyer will be able to justify the price, the real question is how many of them are out there and how quickly can we find them.

This building will most likely sell to an owner/user, the demand for re-development in the immediate area is not strong enough to push the land prices higher than the improvement and current use value. Because of the size and inability to house multiple tenants, it doesn't have as strong of investment potential as other types of property right now. The highest and best use is an owner/user with need for yard space, storage, and shop type industrial space. SBA financing is what is the most easily obtainable financing right now and the most active, assuming we do not see a government shutdown this month. If the government shuts down, so does the SBA financing, but I think we will be ok at this point.

My opinion of value on the property is \$170-\$195/ft. I would list on the high end, and make adjustments every 30 days, pending the market feedback. My initial target market would be the surrounding industrial users that are leasing 5-20k sf and building owners in the immediate area. Marketing is going to be key because of the decreased number of qualified Buyers in the

market, we need to cast the biggest net possible to make sure all potential Buyers are aware of the opportunity.

If your top priority is to maximize the value, I would expect 6-12 months on market. If you are looking to maximize the value while mitigating the long term losses that come with an empty building, my recommendation would be to build a super strong marketing package, e-blast it to anyone and everyone, call/canvas the immediate area, make adjustments as necessary based on the feedback, then repeat. I think that approach will find a Buyer in less than 6 months.

Although traffic dies off towards the end of the year, it creates a lot of urgency with serious Buyers. There are tax advantages and opportunities that present themselves at the end of the year and it is the time where we see the most serious Buyers come out. Typically Buyers that are just kind of shopping disappear during the holidays and you are left with leads that have real needs. I would like to have this on market in the next week or so, we can have this live within 4-5 days of executing the listing agreement.

The Buyer is likely going to be local owner/user, they are the highest and best, and that would be the primary focus. A lot of times Brokers will spend time on things that are low probability, hoping and praying a miracle will happen. I don't think that is a great use of time or resources, the internet will take care of the low probability opportunities, we should be targeting the highest and best buyers until they are exhausted.

How we cast our net is what separates H&L from most of the competition. Our marketing packages capture all of the property highlights, they incorporate the pertinent info without overwhelming the consumer with random info about things that don't add value, and they clearly explain the opportunity. I am also one of few SIOR Brokers in the Denver market. There is a link below that talks more about the designation. In a quick recap, it is the top Industrial and Office Brokers in each market based off of ethics and performance in the Industrial and Office sectors. We also have a large market presence and network along the front range, between our Denver office and Colorado Springs office, we have 20+ Brokers and 160ish listings.

There are a lot of hungry Brokers in the market that are willing to do things they wouldn't have done a year ago, there is a reason for that. The market has tightened, deals are much more challenging, and it requires a higher level of skill and creativity to get things closed. When the market shifts like this, the good brokers become more busy and in-demand because they can find solutions and create results. The not so good brokers start offering discounts and venturing outside of their "specialties" because they lack the ability to create results. They are starting to feel the pain, making them do things like overpromise and set unrealistic expectations that have a low likelihood of creating a result.

Attached is an example of some industrial marketing I had done today. This listing is in pretty rough shape, the LL had to use it for storage in a bind. Even though it is in rough shape, we are still generating a ton of traffic and are able to show it in a way that allows prospects to understand how they could use the building. Marketing commercial real estate is being able to

tell a story that allows people to see what could be, highlighting how the opportunity supports their goal rather than the challenges that stand between them and their goal.

Please do not hesitate to reach out to me with any questions! The listing agreement can be intimidating and is a bit intense, I'm an open book and am happy to review it line by line if you guys would like. The 2 biggest questions I get are around the term and the commission, do not hesitate to reach out to me on either. I enjoy going over them and making sure you understand exactly how and why they work.

Thanks again! We look forward to solving this with you guys!

The parties to this transaction, except for the differentiator addendums, have been approved by the Colorado Real Estate Commission (LIC50-6-22)(Mandatory 1/23).

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX ADVISORS IN THEIR OWN BEST INTERESTS.

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

SELLER AGENCY TRANSACTION-BROKERAGE

Date: 11/5/2023

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, Broker (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract. In no event shall an individual so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

2.2. One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: 5280 High School Building Corporation, A Colorado nonprofit corporation
3.2. Broker: Hoff & Leigh Denver, LLC
3.3. Broker: Brandon Langiewicz

Property: The Property is the following legally described real estate in the County of Denver, Colorado: 4168 S1/2 NE 1/4 NE 1/4 SEC 40FT S & 30FT E OF NW COR NE 1/4 NE 1/4 S 191ST FT E 178 386FT NE ALG C & S BROWN TO POINT QVETS/OF NLINE NE 1/4 NE 1/4 T1W 200B
Known as No. 1100 W Mississippi Avenue, Denver, CO 80203

4.1. If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker. 4.2. In-Company Transaction - Different Brokers. When Seller and buyer in a transaction are working with different brokers within Brokerage Firm, those brokers continue to act and represent themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer. 4.3. In-Company Transaction - One Broker. If Seller and buyer are both working with the same Broker, Broker must function as:

4.3.1. Seller's Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies: 4.3.1.1. Seller Agency Unless Brokerage Relationship with Both. Broker represents Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the box in § 4.3.1.2 (Seller Agency Only) is checked, § 4.3.1.2 (Seller Agency Only) applies instead. 4.3.1.2. Seller Agency Only. If this box is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a customer.

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Broker, on behalf of Brokerage Firm, on behalf of Transaction-Broker or a Seller's Agent, must perform the following "Uniform Duties" when working with Seller: 5.1.1. Performing the terms of any written or oral agreement with Seller. 5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale; 5.1.3. Disclosing to Seller adverse material facts actually known by Broker; 5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker; 5.1.5. Accounting in a timely manner for all money and property received; and 5.1.6. Keeping Seller fully informed regarding the transaction.

5.2. Broker must disclose the following information without the informed consent of Seller: 5.2.1. That Seller is willing to accept less than the asking price for the Property; 5.2.2. What the motivating factors are for Seller to sell the Property; 5.2.3. That Seller will agree to financing terms other than those offered; 5.2.4. Any fact or circumstance known by Seller which Seller uses disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or 5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller. 5.4. Brokerage Firm may seek agreements with other sellers to market and sell their properties. Broker may show alternative properties to Seller and accept prospective buyers and list competing properties for sale. 5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale. 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to inspect for accuracy or completeness of sales information made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller. 5.8. When asked, Broker will not disclose to prospective buyers and cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

6. ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is Seller's Agent, with the following additional duties: 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity; 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property. 7.1. Amount. In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows: 7.1.1. Sale Commission. (1) Z % of the gross purchase price or (2), in U.S. dollars, Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission 2 % of the gross sales price or, in U.S. dollars.

7.1.2. Lease Commission. If the box in § 3.6.2 is checked, Brokerage Firm will be paid a fee equal to (1) % of the gross rent under the lease, or (2), in U.S. dollars, payable as follows: Brokerage Firm agrees to contribute from the Lease Commission to outside brokerage firms' commission % of the gross rent or, in U.S. dollars.

7.2. When Earned. Such commission is earned upon the occurrence of any of the following: 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person; 7.2.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller Listing Contract; or 7.2.3. Any Sale or Lease if § 3.6.2 is checked of the Property within 180 calendar days after the Listing Period expires (Heldover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller will not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another licensed brokerage firm acting through an exclusive listing agreement with the Property during the Heldover Period and a Sale or Lease of a Submitted Prospect is consummated. If no box is checked in this § 7.2.3, then Seller does not owe the commission to Brokerage Firm.

7.3. When Applicable and Payable. The commission obligation applies to a Sale made during the Listing Period or any extension of such original extended listing period. The commission described in § 7.1.1 is payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.2.1, or § 7.2.3, or upon fulfillment of § 7.2.2, where the offer made by such buyer is not accepted by Seller.

8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, will accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Continually, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written consent for such services.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING. Seller has been advised by Broker that Seller may be required to use a variety of marketing methods, including advertising and the use of multiple listing services (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment only showings, etc.) and whether some methods may limit the ability of another broker to show the Property and to accept offers on the Property. Seller has advised, Seller has chosen the following: 9.1. MLS/Information Exchange. 9.1.1. The Property will not be submitted to one or more MLS and will not be submitted to one or more multiple listing services. If submitted, Seller authorizes Broker to provide timely notice of any status change to Seller and to accept offers on the Property. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such MLS and information exchanges. 9.1.2. Seller authorizes the use of electronic and all other marketing methods except: 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Property Agency will not be displayed on the Internet. 9.1.5. The Property Listing will not be displayed on the Internet. 9.2. Property Access. 9.2.1. Broker may access the Property by: Electronic Lock Box Manual Lock Box By appointment only. Other instructions: 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property using the method described in § 9.2.1. Actively Licensed Real Estate Brokers Licensed Appraisers Unlicensed Licensed Assistants Unlicensed Inspectors Other.

9.3. Broker Marketing. 9.3.1. The following specific marketing tasks will be performed by Broker: 9.4. Marketing Termination. Broker and Brokerage Firm may discontinue using any marketing materials, if, in Brokerage Firm's sole discretion, Seller or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT. 10.1. Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale or Lease of the Property only through Broker and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period (e.g., Internet, print, and signage) 10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print, and signage) must meet an impartial, objective standard. 10.3. No Existing Listing Agreement. Seller represents that Seller is not currently a party to any listing agreement with any other broker to sell the Property. Seller further represents that Seller has not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the Property with any other broker. 10.4. Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive, irrevocable, royalty-free license to use such material for marketing of the Property and for other purposes as may be required by the Property, including production of such material, compilation, and data. This license survives the termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) Buyer's purpose in purchase of the Property is to use the Property as Buyer's personal residence, and (4) the Property is in foreclosure or Buyer has notice that Seller is in foreclosure. If the Property is in at least thirty (30) days delinquent or in default, if requirements 1, 2, 3, and 4 are met and the Act otherwise applies, then a contract between Buyer and Seller for the sale of the Property that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

11. PRICE AND TERMS. The following Price and Terms are acceptable to Seller: 11.1. Price: U.S. \$ 2,875,000 11.2. Terms: Cash Conventional FHA VA Other: SEA 11.3. Loan Discount Points. 11.4. Buyer's Closing Costs (FHAVA). Seller must pay closing costs and fees, not to exceed \$, that Buyer is not allowed by law to pay, for tax service and 11.5. Earnest Money. Minimum amount of earnest money deposit is \$ Acceptable to Seller in the form of Cash Funds.

11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated. Cashier's Check at Seller's expense; Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or Closing Company's Trust Account Check. Wire and other funds occur in real estate transactions. Any time Seller is supplying confidential information such as social security numbers or bank account numbers, Seller should provide the information in person or by another secure means. 11.7. FIRPTA. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller is a foreign person for purposes of U.S. income taxation and Seller agrees to disclose such status. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation.

11.8. Colorado Withholding. If Seller is not exempt, the Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing. 12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits provided by Broker pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the Property.

13. INCLUSIONS AND EXCLUSIONS. 13.1. Inclusions. The Purchase Price includes the following items (Inclusions): 13.1.1. All items included in the Seller Listing Contract, if attached to the Property on the date of the Seller Listing Contract, the following items are included excepted under §13.2. (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems, garage door openers (including remote controls), checked, the following are excluded from the Purchase Price: 13.1.2. Items owned by the Seller and included (leased items should be listed under §13.1.6. (Leased Items); None Solar Panels Softeners Security Systems Satellite Systems (including satellite dishes), if any additional items are attached to the Property after the date of this Seller Listing Contract, such additional items are also included. 13.1.3. Items owned by the Seller and included (leased items should be listed under §13.1.6. (Leased Items); None Water Softeners Security Systems Satellite Systems (including satellite dishes), if any additional items are attached to the Property after the date of this Seller Listing Contract, such additional items are also included. 13.2. Exclusions. The following items are excluded excepted under §13.2. (Exclusions): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating covers, storage sheds, carbon monoxide alarms, smokefree detectors, and all other. 13.1.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price.

13.1.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed 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: None 13.1.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument. 13.1.6. Leased Items. 13.1.6.1. The following leased items are part of the transaction.

13.1.6.2. Lease Documents. Seller agrees to supply to buyer, as will be set forth in the final contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease, leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the leases. 13.2. Exclusions. The following are excluded (Exclusions): 13.3. Trade Fixtures. The following trade fixtures are included: Agreed upon by Buyer and Seller Agreed upon by Buyer and Seller Agreed upon by Buyer and Seller

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except: None Conveyance will be by bill of sale or other applicable legal instrument. 13.4. Parking and Storage Facilities. The use or ownership of the following parking facilities: Per the deed Per the deed 13.5. Water Rights/Well Rights. 13.5.1. Deeded Water Rights. The following legally described water rights: Seller agrees to convey any deeded water rights by a good and sufficient deed at Closing. 13.5.3. and 13.5.4. 13.5.3. Other Rights Relating to Water. The following rights relating to water not included in §§ 13.5.1., 13.5.3., and 13.5.4.: 13.5.3. Well Rights-The Well Permit # is: 13.5.4. Water Stock Certificates. The water stock certificates are as follows: 13.6. Growing Crops. The following growing crops:

14. TITLE AND ENCUMBRANCES. 14.1. Seller Representation. Seller represents that title to the Property is solely in Seller's name. 14.2. Delivery of Documents. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose all easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge. 14.3. Conveyance. In case of Sale, Seller agrees to convey the Property, by a good and sufficient: special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed deeds. If title will be conveyed using a special warranty deed or a general warranty deed, unless otherwise specified in § 13.1.5, Seller agrees to disclose certain facts regarding whether Seller is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material facts actually known by Seller. 14.3.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner. 14.3.3. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance in a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

14.3.4. Condition of Property. The Property will be conveyed in the condition existing as of the date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller. 19. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies: 19.1. If Broker is in Default. In the event the Seller fails to substantially perform under this Seller Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will survive such cancellation. 19.2. If Seller is in Default. In the event the Seller fails to substantially perform under this Seller Listing Contract to include Seller's or occupants' failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Seller to damages, if any, that accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages. 19.3. Additional Rights of Brokerage Firm to Cancel. Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller if Seller fails to provide satisfactory Brokerage Firm disclosure, although Broker has no obligation to investigate or inspect the Property and no duty to verify statements made. Brokerage Firm has the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical condition of the Property or inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, order or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all rights to pursue damages.

20. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) paid to Seller, (2) divided between Brokerage Firm and Seller, one-half to Seller and one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) to Other: If no box is checked in this Seller Listing Contract, Seller agrees to pay to Seller in its entirety. Any forfeiture of payment under this Section will not reduce any Brokerage Firm compensation owed, earned and payable under § 7. 21. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must bear all expenses incurred by Seller in connection with the Property, including all costs to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed to by Seller, Seller is obligated to advance funds for Seller's costs or services regarding the Property. 22. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title companies).

23. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm is responsible for maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional misconduct. 24. NONDISCRIMINATION. Seller agrees not to discriminate unlawfully against any prospective buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information about the prospective buyer if such information would disclose a buyer's protected class(es). However, any financial, employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing laws. 25. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

26. MEDIATION. If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person or persons to resolve the dispute informally and confidentially. Mediators cannot impose the binding decisions. The parties to the dispute must agree, in writing, before any mediation is proceeding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed to in writing, shall be held in the county where the dispute is located. If the dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other party's last known address. 27. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees. 28. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.) 28.1 Either party to this agreement may cancel by giving the other party 30 days prior written notice of such intent. 28.2 SELLER agrees to provide a floor plan suitable for marketing of the subject property, or agrees to have one professionally drawn if the floor plan from broker is not acceptable. 28.3 There are 3 types of Brokers in the State of Colorado. 1) Seller Broker who represents the Seller, 2) Buyer Broker who represents the Buyer, or 3) a Transaction Broker who owns fair and honest business dealings to both parties to the transaction.

28.4 If this agreement is not canceled by December 31, 2023, it shall automatically be renewed for successive 12 month periods, subject to paragraph 28.1 above. 28.5 Sale Commission shall be 7% of the total sale price and paid to the Listing Broker at closing. Cyndie Atkinson shall be the listing broker and the commission shall be paid to her. 29. ATTACHMENTS. The following are a part of this Seller Listing Contract:

30. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract is deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm. 31. NOTICE, DELIVERY AND CHOICE OF LAW. 31.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Seller must be in writing, except as provided in § 31.2, and is effective when physically received by such party, or any individual named in this Seller Listing Contract to receive documents or notices for such party. 31.2. Electronic Delivery. Any document or notice to Brokerage Firm or Seller may be delivered in electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive documents or notices for such party, at the electronic address of the recipient by facsimile, email or CRM contracts. 31.3. Electronic Delivery. Electronic Delivery of documents and notices may be delivered by: (1) email at the email address of the recipient, (2) a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient. 31.4. Choice of Law. This Seller Listing Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado involving property located in Colorado.

32. MODIFICATION OF THIS SELLER LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. 33. COUNTERPARTS. This Seller Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties. 34. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract. 35. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all attachments. Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

SELLER'S SIGNATURE Initials Save Select Signature Font Clear Save Font Clear

Seller: 5280 High School Building Corporation, A Colorado nonprofit corporation By: Daniel Sullivan Brokerage Firm:

Broker's Name: Brandon Langiewicz Brokerage Firm's Name: Hoff & Leigh Denver, LLC Broker Phone No.: 3041 S Broadway Suite A Englewood, CO 80113 Broker Email Address: B.Langiewicz@HoffLeigh.com

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