



THIS DOCUMENT, IF NOT UNDERSTOOD, LEGAL TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

VACANT LAND
CONTRACT TO BUY AND SELL REAL ESTATE
(Remedies Include Specific Performance)

BOOKING NO. 802 Buena Vista, COLORADO, Jan. 3, 19 85
(AGENCY)

1. The Undersigned agent hereby acknowledges having received from Hubarik Shaw Shah
the sum of \$ 1,000.00 in the form of
personal check to be held by United Farm Agency of Colorado, Inc.

to be held in broker's escrow or trustee account, as earnest money and part payment for the following described real estate in the
County of Chaffee Colorado, to wit: Dolomite #1, #5938, Dolomite #2, 5938, Silver Wave,
#38, Dolomite #3, #19661, Guich #17661, Oxonion #17657, Umbria #17657, Asurite #17657, all
located in the Trout Creek Mining District, Chaffee County, Colorado
including any and all mineral rights as sellers may have.

together with all easements and rights of way appurtenant thereto, all improvements thereon and all fixtures of a permanent nature currently on the
premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and hereinafter called the Property.

2. The undersigned person(s) Hubarik Shaw Shah (as joint tenants/tenants in common),
hereinafter called Purchaser, hereby agrees to buy the Property, and the undersigned owner(s), hereinafter called Seller, hereby agrees to sell the Property
on the terms and conditions stated herein.

3. The purchase price shall be U.S. \$ 70,000.00 payable as follows: \$1,000.00 hereby received for; \$9,000.00 plus
years customary closing costs payable in cash or certified funds upon delivery of deed. Purchaser
will execute his promissory note secured by an Assumable first Deed of Trust in favor of the seller
for the amount of \$60,000.00 payable in quarterly installments of \$3,894.60, or more, each including
principal and interest of 10 1/2% per annum for a period of five years. Purchasers shall be responsible
for the payment of the yearly property taxes and shall provide proof of payment within 15 days
of the respective due dates each year for the term of this note.

4. Price to include: vacant land, old remains of building and all mineral rights.

and the following water rights: as seller has, if any

5. If a new loan is to be obtained by Purchaser from a third party, Purchaser agrees to promptly and diligently (a) apply for such loan, (b) execute all
documents and furnish all information and documents required by the lender, and (c) pay the customary costs of obtaining such loan. Then if such loan is not
approved on or before na 1985, or if so approved but is not available at time of closing, this contract shall be null and void and
all payments and things of value received hereunder shall be returned to Purchaser.

6. If a note and trust deed or mortgage is to be assumed, Purchaser agrees to apply for a loan assumption if required and agrees to pay (1) a loan transfer
cost not to exceed \$ na and (2) an interest rate not to exceed na % per annum. If the loan to be assumed
contains provisions for a shared equity or variable interest rates or variable payments, this contract is conditioned upon Purchaser reviewing and consenting
to such provisions. If the lender's consent to a loan assumption is required, this contract is conditioned upon obtaining such consent without change in the
terms and conditions of such loan except as herein provided.

7. If a note is to be made payable to Seller as partial or full payment of the purchase price, this contract shall not be assignable by Purchaser without
written consent of Seller.

8. Cost of any appraisal for loan purposes to be obtained after this date shall be paid by na.

9. An abstract of title to the Property, certified to date, or a current commitment for title insurance policy in an amount equal to the purchase price, at
Seller's option and expense, shall be furnished to Purchaser on or before Jan. 20th 1985. If Seller elects to furnish said
title insurance commitment, Seller will deliver the title insurance policy to Purchaser after closing and pay the premium thereon.

10. The date of closing shall be the date of delivery of deed as provided in paragraph 11. The hour and place of closing shall be as designated by
United Farm Agency of Colorado, Inc.

11. Title shall be merchantable in Seller, except as stated in this paragraph and in paragraphs 12 and 13. Subject to payment or tender as above provided
and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general
warranty deed to Purchaser on Feb. 4th 1985, or, by mutual agreement, at an earlier date, conveying the Property free
and clear of all taxes, except the general taxes for the year of closing, and except _____;
free and clear of all liens for special improvements installed as of the date of Purchaser's signature hereon, whether assessed or not; free and clear of all liens
and encumbrances except no exceptions.

12. Except the following restrictive covenants which do not contain a right of reverter: none.

13. And except the following specific recorded and/or apparent easements: visible and as of record

14. And subject to building and zoning regulations, as of Chaffee County.

12. Except as stated in paragraphs 11 and 13, if title is not merchantable and without notice of defect(s) is given by Seller or Seller's agent on or before date of closing, Seller shall use reasonable effort to correct said defect(s) prior to date of closing. If Seller is unable to correct said defect(s) on or before date of closing, at Seller's option and upon written notice to Purchaser or Purchaser's agent on or before date of closing, the date of closing shall be extended thirty days for the purpose of correcting said defect(s). Except as stated in paragraph 13, if title is not rendered merchantable as provided in this paragraph 12, at Purchaser's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to Purchaser.

Any encumbrance required to be paid may be paid at the time of settlement from the proceeds of this transaction or from any other source. Provided, however, at the option of either party, if the total indebtedness secured by liens on the Property exceeds the purchase price, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to Purchaser.

14. General taxes for the year of closing, based on the most recent levy and the most recent assessment, prepaid rents, water rents, sewer rents, fire insurance premiums and interest on encumbrances, if any, and _____ shall be apportioned to date of delivery of deed.

15. Possession of the Property shall be delivered to Purchaser on delivery of deed.

Subject to the following leases or tenancies: none.

16. In the event the Property is substantially damaged by fire, flood or other casualty between the date of this contract and the date of delivery of deed, Purchaser may elect to terminate this contract, in which case all payments and things of value received hereunder shall be returned to Purchaser.

17. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or cashed when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF SELLER IS IN DEFAULT, (1) Purchaser may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be returned to Purchaser and Purchaser may recover such damages as may be proper, or (2) Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages, or both.

(b) IF PURCHASER IS IN DEFAULT, (1) Seller may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller and Seller may recover such damages as may be proper, or (2) Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance or damages, or both.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expense, including attorneys' fees.

18. Purchaser and Seller agree that, in the event of any controversy regarding the earnest money held by broker, unless mutual written instruction is received by broker, broker shall not be required to take any action but may await any proceeding, or at broker's option and discretion, may interplead moneys or things of value into court and may recover court costs and reasonable attorneys' fees.

19. Additional provisions:

20. If this proposal is accepted by Seller in writing and Purchaser receives notice of such acceptance on or before Jan. 12th, this instrument shall become a contract between Seller and Purchaser and shall inure to the benefit of the heirs, successors and assigns of such parties, except as stated in paragraph 7.

[Signature] 1-3-85 Date Broker United Farm Agency of Colorado, Inc.

Purchaser Date By: [Signature]
Jason J. Myers

Purchaser's Address P.O. Box 1180, Buena Vista, CO 81211

(The following section to be completed by Seller and Listing Agent)

21. Seller accepts the above proposal this _____ day of _____, 19____, and agrees to pay a commission of _____% of the purchase price for services in this transaction, and agrees that, in the event of forfeiture of payments and things of value received hereunder, such payments and things of value shall be divided between listing broker and Seller, one-half thereof to said broker, but not to exceed the commission, and the balance to Seller.

Seller _____

Seller's Address _____

Listing Broker's Name and Address United Farm Agency of Colorado, Inc. Box 1669, Buena Vista, CO 81211