

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CL8-9-125-19) (Mandatory 1-137-19)

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

CLOSING INSTRUCTIONS

Date: _____

1. PARTIES, PROPERTY. _____, (Seller),
and _____,
(Buyer), engage _____, (Closing Company), who agrees to
provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property

known as No. _____,
Street Address City State Zip

and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any
counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing
Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of
any conflict between this Agreement and the Contract, this Agreement ~~shall control~~ controls, subject to subsequent amendments to
the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company ☐ **Agrees** ☐ **Does Not** agree that: upon
completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title
Insurance Policy provided that all requirements have been fulfilled. Closing Company ☐ **Agrees** ☐ **Does Not** agree to furnish
copies of Exceptions.

3. INFORMATION, ~~PREPARATION,~~ CLOSING, RECORDING. Closing Company is authorized to obtain any
information necessary for the Closing. Closing Company agrees to ~~prepare (excluding legal documents),~~ deliver and record all
documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the
terms and conditions of the Contract.

4.4. PREPARATION OF DOCUMENTS. The Closing Company will prepare the necessary documents to carry out the terms
and conditions of the Contract to include:

4.1. Deed. If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed
(excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the
Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed
or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory
exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for
preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for
preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the
Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real
estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by
the real estate broker.

4.2. Bill of Sale. If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property
Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the
personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal
document and it is recommended that it be reviewed and approved by their respective attorneys.

4.3. Closing Statement. Closing Company will prepare and deliver accurate, complete and detailed closing statements
to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with
the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are
not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
Agreement to Amend/Extend Contract.

5. CLOSING FEE. Closing Company will receive a fee of \$ _____ for providing closing and
settlement services (Closing Fee).

56. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ ~~9~~, ~~10~~, 11 and ~~112~~.

67. DISBURSER. Closing Company ~~shall~~must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.

78. SELLER'S NET PROCEEDS. Seller will receive the 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 ☐ **Closing Company's trust account check.**

~~**8. CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.~~

~~**99. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.~~

10. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. -In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

~~**1011. RETURN OF EARNEST MONEY.** Except as otherwise provided in § ~~41~~, ~~12~~ (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall~~Closing Company must release the Earnest Money as directed by ~~the~~ written mutual instructions: from the Buyer and the Seller. Such release of Earnest Money ~~shall~~must be made within five days of ~~Earnest Money Holder's~~Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

~~**112. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money~~Holder shall, Closing Company is not ~~be~~ required to take any action. ~~Earnest Money Holder~~Closing Company, at its option and sole subjective discretion, ~~has several options may:~~ (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and ~~shall~~ recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless ~~Earnest Money Holder~~Closing Company receives a copy of ~~the~~a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of ~~Earnest Money Holder's~~Closing Company's notice to the parties, ~~Earnest Money Holder shall be~~Closing Company is authorized to return the Earnest Money to Buyer. In the event ~~Earnest Money Holder~~Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, ~~Earnest Money Holder shall~~Closing Company must disburse the Earnest Money pursuant to the Order of the Court.

~~**1213. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.~~

~~**1314. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall~~will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, ~~and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be. Closing Company is not~~ liable for delaying Closing to ensure Buyer completes any required form.

~~**14. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following: (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.~~

~~**1515. FIRPTA AND COLORADO WITHHOLDING.**~~

~~**15.1. FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.~~

~~**15.2. Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.~~

106 **16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
107 Commission.)
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111 **1617. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy,
112 such copies taken together ~~shall be~~ deemed to be a full and complete contract between the parties.
113 ~~17.~~ **18. BROKER'S COPIES.** Closing Company ~~shall~~ must provide, to each real estate broker in this transaction, copies of
114 all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate
115 Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both
116 real estate brokers involved in the transaction.
117 ~~19.~~ **18. NOTICE, DELIVERY, AND CHOICE OF LAW.**
118 ~~18.1. Physical Delivery.~~ Except as provided in § 18.2, all notices must be in writing. Any notice or document to Buyer is
119 effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker
120 working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller,
121 any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall
122 be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing
123 Company.
124 ~~18~~ **19.1. Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as
125 provided in §19.2 and is effective when physically received by such party.
126 **19.2. Electronic Delivery Notice.** As an alternative to physical delivery, any ~~signed documents and written notice,~~ may be
127 delivered in electronic form ~~by the following indicated methods only: Facsimile Email Internet No to another party at the~~
128 electronic address of the recipient by facsimile, email or.
129 **19.3. Electronic Delivery.** ~~Documents with original signatures shall be~~ Electronic Delivery of documents and notice may
130 be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided upon request of
131 any party the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax
132 No.) of the recipient.
133 ~~18.3~~ **19.4. Choice of Law.** ~~This contract~~ These Closing Instructions and all disputes arising hereunder ~~shall be~~
134 governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents
135 who sign a contract in ~~this state~~ Colorado for real property located in Colorado.

Buyer's Name: _____

Buyer's Name: _____

Buyer's Signature Date

Buyer's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

~~Electronic~~ Email

~~Electronic~~ Email

Address: _____

Address: _____

Seller's Name: _____

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

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