



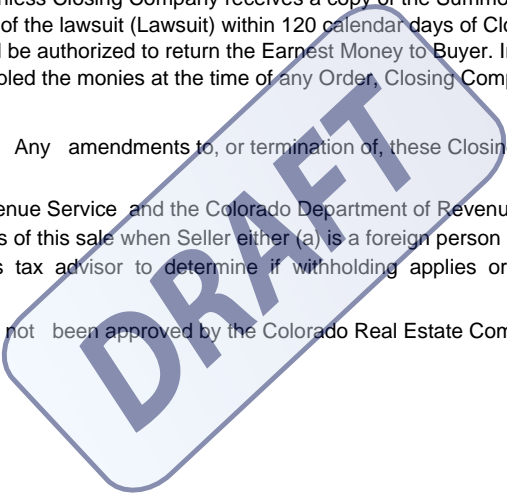
**10. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will 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 shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

**11. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Closing Company shall release the Earnest Money as directed by written mutual instructions signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money held by Closing Company (notwithstanding any termination of the Contract), Closing Company shall not be required to take any action. Closing Company, at its option and sole discretion, may (a) await any proceeding, (b) interplead all parties and deposit Earnest Money and other money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Closing Company receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Closing Company's written notice is delivered to the parties, Closing Company shall be authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Closing Company shall disburse the Earnest Money pursuant to the Order of the Court.

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

**13. 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 either (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.

**14. ADDITIONAL PROVISIONS.**  
(The following additional provisions have not been approved by the Colorado Real Estate Commission.)



**15. COUNTERPARTS.** This document may be executed by Buyer, Seller and Closing Company, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

**16. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (CL8-10-06)  
(Mandatory 1-07)

**17. COMMON INTEREST COMMUNITY DOCUMENTS.**

Seller's obligation to provide the CIC Documents is set forth in the

Contract. Seller authorizes the Association, if any, to provide the CIC Documents to Buyer. Seller's obligation to furnish the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC Documents.

**18. NOTICE, DELIVERY AND CHOICE OF LAW.**

**a. Physical Delivery.**

Except as provided in § 18b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or Selling Brokerage Firm, any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm, and any notice to Closing Company shall be effective when received by Closing Company.

**b. Electronic Delivery.**

As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only:

Facsimile

E-mail

No Electronic Delivery.

Documents with original signatures shall be provided upon request of any party.

**c. Choice of Law.**

This contract and all disputes arising hereunder shall be 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 this state for property located in Colorado.



\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date of signature \_\_\_\_\_ .

\_\_\_\_\_  
Buyer: \_\_\_\_\_ Date of signature \_\_\_\_\_ .

\_\_\_\_\_  
Seller: \_\_\_\_\_ Date of signature \_\_\_\_\_ .

\_\_\_\_\_  
Seller: \_\_\_\_\_ Date of signature \_\_\_\_\_ .

Closing Company: \_\_\_\_\_

Date \_\_\_\_\_ By: \_\_\_\_\_ Title \_\_\_\_\_

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( TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY )

(Broker) engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ \_\_\_\_\_ at the sole expense of Broker, the following legal documents:

- Deed
- Bill of Sale
- Colorado Real Estate Commission approved Promissory Note
- Colorado Real Estate Commission approved Deed of Trust.

Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

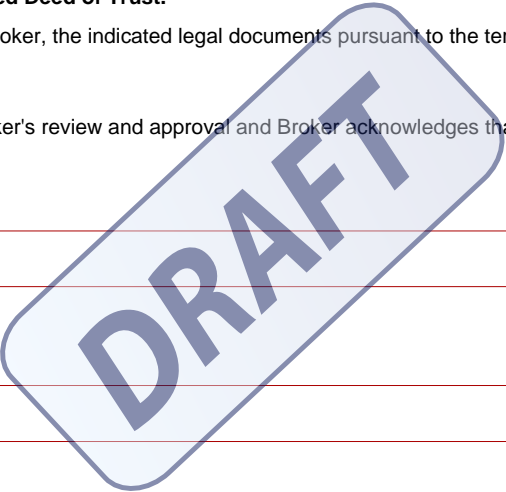
Listing Brokerage Firm's Name: \_\_\_\_\_

Date \_\_\_\_\_ Broker: \_\_\_\_\_

Closing Company: \_\_\_\_\_

Date \_\_\_\_\_ By: \_\_\_\_\_

Title



**EARNEST MONEY RECEIPT**

Closing Company, on the date set forth below, acknowledges receipt of the Earnest Money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ .

Closing Company: \_\_\_\_\_

Date \_\_\_\_\_ By: \_\_\_\_\_

Title

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