

50 Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action.
51 Earnest Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and deposit
52 Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3)
53 provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim
54 (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest
55 Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the
56 event Earnest Money Holder does receive a copy of the Lawsuit, and has not interplead the monies at the time of any Order,
57 Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.
58

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

61 **11. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall submit any
62 required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department
63 of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the
64 necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure
65 Buyer completes any required form.
66

67 **12. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing
68 Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not
69 be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an
70 exemption exists.
71

72 **13. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
73 Commission.)
74

75
76 **14. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy,
77 such copies taken together shall be deemed to be a full and complete contract between the parties.
78

79 **15. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents
80 that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.
81

82 **16. NOTICE, DELIVERY AND CHOICE OF LAW.**

83 **16.1 Physical Delivery.** Except as provided in § 16.2 below, all notices must be in writing. Any notice or document to
84 Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage
85 Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller,
86 any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document
87 to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company,
88 or any representative of Closing Company.

89 **16.2 Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be
90 delivered in electronic form by the following indicated methods only: **Facsimile** **E-mail** **No Electronic Delivery.**
91 Documents with original signatures shall be provided upon request of any party.

92 **16.3 Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance
93 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for
94 property located in Colorado.
95

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

96 Date: _____

97 Closing Company Name: _____

98 _____

99 Authorized Signature _____ Title _____

100 Address: _____

101 _____

102 Phone No.: _____

103 Fax No.: _____

104 Email Address: _____

105 _____

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

106 _____

107 _____

108 Marianne Bandy - Home Real Estate (Broker) Working with Seller Working with Buyer engages

109 Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ 5.00 at the sole expense of Broker,

110 the following legal documents:

111 Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate

112 Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents

113 pursuant to the terms and conditions of the Contract.

114 _____

115 The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is

116 responsible for the accuracy of the above documents.

117 _____

118 Date: _____

119 Brokerage Firm's Name: Home Real Estate

120 Broker's Name: Marianne Bandy

121 _____

122 _____

123 _____

124 _____

125 _____

126 _____

127 _____

128 _____

129 _____

130 _____

Authorized Signature

Title