

C3 Real Estate Solutions, LLC 2720 Council Tree Ave. #178 Fort Collins, CO 80525

| OR OTHER | I HAS IMPORTANT LEGAL CONSEQUE COUNSEL BEFORE SIGNING. | NCES AND THE PARTIES SH | OULD CONSULI | LEGAL AND TAX |
|---|--|---|--|--|
| | CLOSING | INSTRUCTIONS | | |
| | | | Date: Ma | y 25, 2022 |
| 1. PART and | TES, PROPERTY. Estate of Doron | thy M. Ehrlich, (Seller). | | |
| (Buyer), eng | age Chicago Title of Colorado who agrees to provide closing and settleme the Property | | h the Closing of th | e transaction for the sale |
| known as No | 0. 24652 County Road 47 | LaSalle | со | 80645 |
| | Street Address | City | State | Zip |
| Company re | osals and amendments (Contract). The Bu garding the closing of the Buyer's loan. A between this Agreement and the Contract, t ement. | ll terms of the Contract are in | corporated herein | by reference. In the event |
| completion of | E COMMITMENT, EXCEPTIONS AN of a satisfactory title search and examination olicy provided that all requirements have b acceptions. | on, it will furnish a Title Insu | ance Commitmen | t; and it will issue a Title |
| the Closing. | RMATION, CLOSING, RECORDING. Closing Company agrees to, deliver and r the Contract that are necessary to carry out | record all documents required | or customarily rec | |
| | ARATION OF DOCUMENTS. The Clo | osing Company will prepare th | ne necessary docum | ments to carry out the terr |
| | ns of the Contract to include: | | | |
| Contract by or trustee's of exceptions" preparation of Closing Com | Deed. If the deed required in the Contra personal representative's or trustee's deed the Closing Company. However, if the Co deed) or requires that the special warranty as defined in § 38-30-113(5)(a), C.R.S., the of the deed to the Closing Company for Cl of the deed that requires a list of exception npany harmless for any causes of action and r working with either the Buyer or the Sell | d) or a quit claim deed, the dee intract requires a different form deed or general warranty deed nen the Buyer or Seller must p losing. For any Buyer or Selle is other than the "statutory ex- rising out of the use of such de | ed will be prepared n of deed (e.g.: po d list exceptions of rovide the deed of rovided deed of ceptions", the Buy eed. The parties ac | d in accordance with the ersonal representative's de- ther than the "statutory r written instructions for r written instructions for rer and Seller will hold the cknowledge that the real |
| (excluding a Contract by or trustee's of exceptions" preparation of Closing Con- estate broker the real estate 4.2. Agreement) personal pro- | Deed. If the deed required in the Contra personal representative's or trustee's deed the Closing Company. However, if the Co deed) or requires that the special warranty as defined in § 38-30-113(5)(a), C.R.S., the of the deed to the Closing Company for Cl of the deed that requires a list of exception npany harmless for any causes of action and r working with either the Buyer or the Sell | d) or a quit claim deed, the dee intract requires a different forr deed or general warranty deed nen the Buyer or Seller must p losing. For any Buyer or Selle is other than the "statutory ex- rising out of the use of such de ler is not responsible for revie the sale of personal property (uyer authorize Closing Comp- scrivener. The Buyer and Sel | ed will be prepared n of deed (e.g.: point d list exceptions of rovide the deed of rovided deed of ceptions", the Buy eed. The parties and wing or approving i.e. within the Con- any to prepare the ler understand that | d in accordance with the ersonal representative's d ther than the "statutory r written instructions for r written instructions for rer and Seller will hold the cknowledge that the real g any deed not prepared to ntract or a Personal Prop bill of sale conveying th |

46 4.3. Closing Statement. Closing Company will prepare and deliver accurate, complete and detailed closing statements
47 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

49 not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an

50 Agreement to Amend/Extend Contract.

5. **CLOSING FEE.** Closing Company will receive a fee of \$ 340 for providing closing and

52 settlement services (Closing Fee).

6. 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 §§ 10, 11 and 12.

DISBURSER. Closing Company 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.

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.

9. 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.

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

68 will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

69 11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 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, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer

and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual
instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

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12. 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, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties

any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or

(3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim

(b) provide horize to Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing

80 Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing

81 Company does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Closing Company must

82 disburse the Earnest Money pursuant to the Order of the Court.

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

14. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after Closing, Closing Company 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. Closing Company is not liable for delaying Closing to
ensure Buyer completes any required form.

89 15. 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 authorized Closing Company to
withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

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

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101 17. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are deemed to be a full and complete contract between the parties. 102

103 18. BROKER'S COPIES. Closing Company must provide, to each real estate broker in this transaction, copies of all signed 104 documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate 105 brokers involved in the transaction. 106

107 19. NOTICE, DELIVERY AND CHOICE OF LAW.

108 19.1. Physical Delivery and Notice. Any document, or notice to another party must be in writing, except as provided in 109 § 19.2 and is effective when physically received by such party.

110 19.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to another 111 party at the electronic address of the recipient by facsimile, email or _

112 19.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email 113 address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to 114 access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.

19.4. Choice of Law. These Closing Instructions and all disputes arising hereunder are governed by and construed in 115 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado 116 117 for real property located in Colorado.

| Buyer's Name | |
|-------------------|------|
| Buyer's Signature | Date |
| Phone No.: | |
| Fax No.: | |
| mail Address: | |
| Buyer's Name | |
| uyer's Signature | Date |
| ddress: | |
| | |
| N | |
| Email Address: | |

Seller's Name: Estate of Dorothy M. Ehrlich

Ronald L. Ehrlich as Personal Representative of the Estate of Dorothy M! Ehrlic Seller's Signature:

DocuSign Envelope ID: 3AB7D1C7-27FB-4248-916D-BB34FD8C67ED

| Address: | |
|----------------|-------|
| | |
| Phone No.: | |
| Fax No.: | P |
| Email Address: | |

| Closing Company's Name: | Chicago Title of Colorado | | | |
|-------------------------|---------------------------|----------------|-----------|--|
| | Angela Mallory | | 5/20/2022 | |
| | DAB201B1031643E | Escrow Officer | 3/20/2022 | |
| | Angela Mallory | Title | Date | |
| Address: | 1635 Foxtrail Dr, #128 | | | |
| | Loveland, CO 80538 | | | |
| Phone No.: | (970) 699-7360 | | | |
| Fax No.: | 1 <u></u> | | | |
| Email Address: | Angela.Mallory@ctt.com | | | |