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CL8 – Closing Instructions
 Adoption Date: October 7, 2025
 Mandatory Use Date: January 1, 2026

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

CLOSING INSTRUCTIONS

Date: 6/8/2026

1. PARTIES, PROPERTY. Sutherland D A & Dicegli Trust, (Seller),
 and ,
 (Buyer), engage Land Title, (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.

8272 Greenwood PLACE, Niwot, CO 80503, and more fully described in the contract, dated
 _____, including any counterproposals and amendments (Contract). All terms of the
 Contract are incorporated herein by reference. In the event of any conflict between these Closing
 Instructions and the Contract, these Closing Instructions control, subject to subsequent amendments
 to the Contract or these Closing Instructions. The Buyer's lender may enter into separate closing
 instructions with the Closing Company regarding the closing of the Buyer's loan.

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, CLOSING, RECORDING. Closing Company is authorized to obtain any
 information necessary for the closing. Closing Company agrees to 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. 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

36 deed or written instructions for preparation of the deed to the Closing Company for closing. For any
37 Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of
38 exceptions other than the "statutory exceptions," the Buyer and Seller will hold the Closing Company
39 harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the
40 real estate broker working with either the Buyer or the Seller is not responsible for reviewing or
41 approving any deed not prepared by the real estate broker.

42 **4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e., within the Contract
43 or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing
44 Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as
45 their scrivener. The Buyer and Seller understand that the bill of sale is a legal document, and it is
46 recommended that it be reviewed and approved by their respective attorneys.

47 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and
48 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.
49 Closing Statements will be prepared in accordance with the Contract and written instructions from the
50 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the
51 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
52 Agreement to Amend/Extend Contract.

53 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 400.00 for providing closing and
54 settlement services (Closing Fee).

55 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed
56 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in
57 §§ 10, 11 and 12.

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

62 **8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:
63 ☐ **Cashier's Check**, at Seller's expense ☒ **Funds Electronically Transferred** (wire transfer) to an
64 account specified by Seller, at Seller's expense ☐ **Closing Company's** trust account check.

65 **9. WIRE AND OTHER FRAUDS.** Caution: Wire and other frauds are a significant risk in real estate
66 transactions. Anytime Buyer or Seller is supplying confidential information, such as social security
67 numbers and bank account numbers, or transferring or receiving funds, Buyer and Seller should provide
68 the information in person or in another secure manner. Wire instructions should only be
69 sent by the Closing Company to the Buyer or Seller via encrypted e-mails or encrypted web
70 portals that require end-user authentication (i.e., password protected). If encrypted
71 e-mails or encrypted web portals are not available, wire instructions should be delivered by
72 hand, telephone, mail, or overnight courier. Buyers and Sellers should never reply to an
73 e-mail or call a telephone number included in an e-mail regarding wire instructions or trust
74 changes to wiring instructions received via email without verbal confirmation from a trusted
75 source. To protect against fraud, money should never be wired based on email instructions
76 alone, and wire transfer details and payment instructions should always be verified in
77 person or by telephone using a trusted and independently verified contact number.

Financial Crimes Enforcement Network (FinCEN) Anti-Money Laundering Notice for Residential Real Estate Transfers: FinCEN is an agency of the US Treasury Department and the

primary enforcement agency for combating money laundering pursuant to the Bank Secrecy Act.

Parties agree to cooperate with the Closing Company to provide all requested documents and

information to meet the Closing Company's requirements for FinCEN reporting. Parties

understand that failure to provide documents and information may result in a delay or failure to close.

10. FAILURE OF CLOSING. If closing or disbursement does not occur on or before Closing Date as set forth in the Contract, Closing Company, except as otherwise 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.

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.

12. EARNEST MONEY DISPUTE. In the event of any controversy regarding Earnest Money that is being held by Closing Company (notwithstanding any termination of the Contract), Closing Company is not required to take any action. In no event shall Closing Company be required to return Earnest Money deposits to Buyer until funds deposited are verified, credited to the Closing Company escrow or trust account, and available for immediate withdrawal as a matter of right. 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 (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is 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 must disburse the Earnest Money pursuant to the Order of the Court.

13. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing 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.

15. FIRPTA AND COLORADO WITHOLDING.

15.1 FIRPTA. Seller agrees to cooperate with Buyer and Closing Company to provide any

119 reasonably requested documents to determine Seller's foreign person status. If withholding is required,
120 Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit
121 it to the Internal Revenue Service. If withholding from Seller is not required, Closing Company
122 agrees to provide Buyer an executed Affidavit compliant with FIRPTA attesting to that.

123 **15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any
124 reasonably requested documents to determine Seller's status. If withholding is required under
125 Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's
126 proceeds and remit it to the Colorado Department of Revenue.

127 **16. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by**
128 **the Colorado Real Estate Commission:**

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

132 **18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this
133 transaction, copies of all signed documents that such real estate brokers are required to maintain
134 pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both
135 Buyer and Seller to deliver their respective Closing Statement to one or both real estate broker(s)
136 involved in the transaction.

137 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

138 **19.1 Physical Delivery and Notice.** Any document, or notice to another party must be in
139 writing, except as provided in § 19.2 and § 19.3 and is effective when physically received by such party.

140 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
141 electronic form to another party at the electronic address of the recipient by facsimile, email or
142 [ctme](#).

143 **19.3 Electronic Delivery.** Electronic Delivery of documents may be delivered by:
144 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the
145 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile
146 number (Fax No.) of the recipient.

147 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are
148 governed by and construed in accordance with the laws of the State of Colorado that would be
149 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

150 BUYER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS

Buyer: _____ Date: _____

Address:

Phone No.:

Fax No.:
Email Address:

Buyer: _____ Date: _____

Address:

Phone No.:
Fax No.:
Email Address:

151 SELLER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS

David Sutherland

Date: **7/1/2026**

Seller: **Sutherland D A & Dicegli Trust**
By: David A. Sutherland, Trustee

Address:

Phone No.:
Fax No.:
Email Address:

Margheritia Maria Pia Diceglie, Trustee

Date: **6/9/2026**

Seller: **Sutherland D A & Dicegli Trust**
By: Margheritia Maria Pia Diceglie, Trustee

Address:

Phone No.:
Fax No.:
Email Address:

152 CLOSING COMPANY ACKNOWLEDGES RECEIPT OF THESE CLOSING INSTRUCTIONS.

Closing Company's Name: [Land Title](#)

_____ Date: _____

By:

Authorized Signature

Title:

Address:

Phone No.:

Fax No.:

Email Address:

CL8 CLOSING INSTRUCTIONS

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