

The Title Professionals, LLC
ESCROW NOTICE

CONDITIONS FOR The Title Professionals, LLC (TTP) to serve as an Escrow Agent:

1. Escrow Agent is not a party to, and is not bound by, or charged with notice of any agreement out of which this escrow may arise, other than any Escrow Agreement or the escrow provisions of a Real Estate Purchase Agreement, to which Escrow Agent is a party, as acknowledged by their execution of the contract.
2. Escrow Agent is acting solely as a stakeholder and depository, and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of the subject matter of the escrow, or for the identity or authority of any person executing or depositing it.
3. Except for gross negligence or willful misconduct by the Escrow Agent, Buyer and Seller agree to jointly and severally indemnify, defend and hold harmless the Escrow Agent from and against any loss, cost, damage, expense and attorney's fee (collectively called "Expenses") in connection with or in any way arising out of this Escrow Agreement, other than expenses resulting from the Escrow Agent's own gross negligence or willful misconduct.
4. The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other document Escrow Agent in good faith believes to be genuine and what it purports to be. The Escrow Agent may, at its own expense, consult with legal counsel in the event of any dispute or questions as to the construction of any provisions hereof or its duties hereunder, and it shall be fully protected in acting in accordance with the opinion or instructions of such counsel.
5. In the event of a dispute between the Buyer and Seller, the Escrow Agent may continue to hold the deposits pursuant to the terms hereof, or may, at the joint and several cost of the Buyer and Seller, deposit the same in a court of competent jurisdiction. The Escrow Agent may dispose of the deposits in accordance with a court order, and shall be fully protected if it acts in accordance with any such court order.
6. Cash deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto: Provided that any direction to the Escrow Agent for such investment shall be in writing and contain the consent of all other parties to the escrow and a completed, signed W-9 Form accompanies it. Escrow Agent will deposit the funds in a money market account in a federally insured institution. The parties acknowledge that the funds are subject to FDIC maximum liabilities. Escrow Agent shall be entitled to a \$250 fee for setting up any investment accounts on behalf of either party. This fee is in addition to any fees associated with settlement and the party to earn interest shall be solely responsible for said fee.
7. Except as to deposits of funds for which the Escrow Agent has received written instructions as set forth in Section 6 above, the funds may be commingled with other escrowed funds in a non-segregated escrow account under the supervision of Escrow Agent.
8. The parties will reimburse the Escrow Agent for all wire charges, bank fees and title search costs incurred by the Escrow Agent in the administration of this escrow. Said fees and charges may be deducted from the escrow balance or billed for separately in the sole discretion of the Escrow Agent.
9. Escrow Agent shall disburse the escrowed funds and/or documents within a reasonable time upon receipt of written disbursement instructions signed by both the Seller and the Buyer.
10. **FDIC Notice:** The Federal Deposit Insurance Company (FDIC) insures funds to a maximum of \$250,000 per bank account and taxpayer identification number. In order to protect deposits in excess of \$250,000 additional accounts may be opened, as required, in separate banks/savings institutions, *if requested in writing by the parties to this escrow* (additional escrow fees will be charged for such accounts). The Title Professionals,

LLC assumes no liability and shall be held harmless by reason of the escrow deposits in excess of \$250,000 being placed in one account with the above-referenced bank.

11. Escrow Agent may resign as Escrow Agent hereunder upon giving five (5) days prior written notice to that effect to the Seller and the Buyer. The Seller and Buyer shall notify the Escrow Agent of the appointment of the successor Escrow Agent within five (5) days after its resignation is effective. The Escrow Agent shall deliver, against receipt, to the successor Escrow Agent the escrowed deposit and/or documents.