THE FUNDS DEPOSITED HEREWITH WILL NOT BE INVESTED UNLESS A

COMPLETED, EXECUTED COPY OF THIS FORM IS RETURNED

# CONDITIONS OF ESCROW

Escrow Agent accepts this undertaking subject to these Conditions of Escrow:

1. The deposit may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular escrow account (hereafter the “Depository”). Escrow Agent shall not be accountable for any incidental benefit which may be attributed to the funds so deposited. Escrow Agent assumes no responsibility for, nor shall said Escrow Agent be liable for, any loss occurring which arises from the fact that the amount of the Deposit may exceed the amount insured by the FDIC.
2. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.
3. Escrow Agent shall not be liable for loss or damage resulting from:
   1. any good faith act or forbearance of Escrow Agent ;
   2. any default, error, action or omission of any party, other than Escrow Agent;
   3. Any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
   4. The expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
   5. The lack of authenticity of any writing delivered to the Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;
   6. Escrow Agent’s compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
   7. Escrow Agent’s assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;
   8. Any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.
4. Escrow agent shall be fully indemnified by the parties hereto for all its expenses, costs,

and reasonable attorney’s fees incurred in connection with any interpleader action which Escrow agent may file, in its sole discretion, to resolve any dispute as to the Deposit; or which may be filed against the Escrow Agent, in its capacity as Escrow Agent hereunder. Such costs, expenses or attorney’s fees, as well as the fees of Escrow Agent, may be deducted from the Deposit.

1. If Escrow Agent, in its capacity as Escrow Agent hereunder, is made a party to any judicial, non judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.
2. Escrow Agent will not be obligated to release funds without joint written instructions. In the event, there are any conflicting instructions with the purchase and sale agreement, the purchase and sale agreement will supersede this conditions of escrow. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released.
3. **The funds can only be invested under one Federal Taxpayer ID number and said Federal Taxpayer ID number must be furnished prior to any funds being deposited.**

**Federal Taxpayer ID number:**

The parties hereto agree that the earnest money under the Agreement for Purchase and Sale dated January \_\_\_, 2018 is being held under the conditions above by Calloway Title and Escrow, LLC

Purchaser: Seller:

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