

EARNEST MONEY ESCROW AGREEMENT

1. This Agreement is made and entered into the date set forth below, between, Empire Title of Colorado Springs, LLC as Escrow Agent, herein called the "Company", and _____ as Seller and _____ as Purchasers, the undersigned depositors.
2. Whereas, Depositor(s) wish to place this earnest money deposit in the amount of \$_____ in the form of a (check/wire/promissory note-pick one) In the possession of a Third Party, said Escrow Agent; pursuant to that certain contract dated _____ for the property known as _____ and _____
3. Whereas, the Company is willing to hold said funds, as Escrow Agent, for the benefit of the depositor(s).
4. Now therefore, in consideration of the fee paid to the Company, in the amount of \$--0--, subject to the Exhibit A, as Printed on the second page of this document and specifically incorporated herein by reference, the Company agrees to hold such earnest money deposit, until CLOSE OF ESCROW, or apply said deposit as instructed in writing, at the contract closing. During the period the Company is in possession of the earnest money deposit, any funds in the form of cash or check will be deposited in a federally insured bank in increments of \$100,000.00 per insured account.
5. In the event the Seller allegedly violates or defaults under the terms of the contract, Purchaser shall notify the Company and Seller of such default in writing. If after 15 days from the date of notice of default was given to the Seller, as certified to the Company by Purchaser in its written affidavit, the Company has been informed by Purchaser that Seller has not cured such default satisfactorily to Purchaser, the Company shall refund the earnest money deposit, less escrow fee, plus any earnings thereon, if applicable, to Purchaser subject to Paragraph 9 of Exhibit "A".
6. In the event the Purchaser allegedly violates or defaults the terms of the contract, Seller shall notify the Company and Purchaser of such default in writing. If after 15 days from the date notice of default was given to Purchaser, as certified to the Company by Seller In its written affidavit, the Company has been informed by Seller that Purchaser has not cured such default satisfactorily to the Seller, the Company shall pay over the earnest money, less escrow fee, plus any earnings thereon, if applicable, to Seller subject to Paragraph 9 of Exhibit "A".
7. In the event of default by either Seller or Purchaser pursuant to paragraphs (5) and (6) above, any deposit in the form of a promissory note shall not be delivered to the designated party until the escrow fee has been paid to the Company.
8. A fully executed copy of the purchase contract to which the earnest money deposit applies must be attached hereto for reference. The Company shall not undertake to construe the contractor to determine compliance therewith. Written notice of an election to invoke any specific contract provision shall be given to the Company by the party invoking such specific contract provision.
9. NOTE: If Purchaser and Seller are in disagreement as to the disposition of the earnest money deposit, Paragraph 9 of Exhibit "A" shall apply.
10. If the Contract provides for the delivery of the earnest money deposit or other sums to Purchaser, then upon only **Purchaser's written request** Escrow Agent shall disburse the earnest money deposit or other sums together with all interest accrued thereon to Purchaser. Except for the foregoing sentence, Escrow Agent may at any time, request the parties to provide joint written instructions concerning the propriety of a proposed payment of funds on deposit, distribution of documents, or other action or refusal to act by Escrow Agent. Should the Parties fail to provide such joint written instructions within six (6) months from the expiration of the term of the Agreement, Escrow Agent shall not disburse, but shall make a written request to the Parties for further joint written instructions. Escrow Agent shall not take any further action, and shall not be liable to anyone for such inaction.
11. This Earnest Money Escrow Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on one Earnest Money Escrow Agreement.

IN WITNESS WHEREOF, The undersigned have *READ AND EXECUTED* this Agreement this _____ day of _____ 20____.

DEPOSITOR
TAX ID _____

DEPOSITOR
TAX ID _____

By _____

By _____

(ESCROW AGENT) by

EXHIBIT A

GENERAL PROVISIONS

1. The Instructions may be supplemented, altered, amended, modified or revoked in writing only, signed by all of the parties hereto, and approved by the Escrow Agent, upon payment of all fees, costs and expenses incident thereto.

2. No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Escrow shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident thereto shall have been paid and then only upon the Escrow Agent's assent thereto in writing.

3. Any notice required or desired to be given by the Escrow Agent to any party to this Escrow may be given by mailing the same addressed to such party at the address given below the signature of such party or the most recent address of such party shown on the records of the Escrow Agent, and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

4. The Escrow Agent may receive any payment called for hereunder after the due date thereof unless subsequent to the due date of such payment and prior to the receipt thereof the Escrow Agent shall have been instructed in writing to refuse any such payment.

5. The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advice of its own attorneys shall be conclusive evidence of such good faith.

6. The Escrow Agent is hereby expressly authorized to disregard any and all notices or warnings given by any of the parties hereto, or by any other person, firm or corporation, excepting only orders or process of court, and is hereby expressly authorized to comply with and obey any and all process, orders, judgments or decrees of any court, and in case the Escrow Agent obeys or complies with any such process, order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such process, order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated, or found to have been issued or entered without jurisdiction.

7. In consideration of the acceptance of this escrow by the Escrow Agent, the undersigned agree, jointly and severally, for themselves, their heirs, legal representatives, successors and assigns, to pay the Escrow Agent its charges hereunder and to indemnify and hold it harmless as to any liability by it incurred to any other person, firm or corporation by reason of its having accepted the same, or its carrying out any of the terms thereof, and to reimburse it for all its expenses, including, among other things, counsel fees and court costs incurred in connection herewith; and that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to secure the performance of said agreement of indemnity and payment of its charges and expenses, hereby expressly authorizing the Escrow Agent, In the event payment is not received promptly from the undersigned, to deduct such charges and expenses, without previous notice, from any funds deposited hereunder. Escrow fees or charges, as distinguished from other expenses hereunder, shall be as written above the Escrow Agent's signature at the time of the acceptance hereof.

8. The Escrow Agent shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or liability for the validity or sufficiency of these instructions or any documents or papers or payments deposited or called for hereunder.

9. The Escrow Agent shall not be liable for the outlawing of any rights under any statute of Limitations or by reason of laches in respect to the instructions or any documents or papers deposited.

10. In the event of any dispute between the parties hereto as to the facts of default, the validity or meaning of these instructions or any other fact or matter relating to the transaction between the parties, the Escrow Agent is instructed as follows:

- (a) That it shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification;
- (b) That it may in its sole and absolute discretion, deposit the property described herein or so much thereof as remains in its hands with the then Clerk, or acting Clerk, of the District Court, State of Colorado in whose jurisdiction the subject property lies, and interplead the parties hereto, and upon so depositing such property and filing its complaint in inter-pleader it shall be relieved of all liability under the terms hereof as to the property so deposited, and furthermore, the parties hereto for themselves, their heirs, legal representatives, successors and assigns do hereby submit themselves to the jurisdiction of said court and do hereby appoint the then Clerk, or acting Clerk, of said court as their Agent for the service of all process in connection with such proceedings. The institution of any such inter-pleader action shall not impair the rights of the Escrow Agent under paragraph number 7 above.

11. If the subject matter of this escrow consists in whole or in part of funds, the same shall not be co-mingled by the Escrow Agent with its own funds; provided, however, that anything contained in the Escrow Agreement of which these General Provisions are made a part, to the contrary notwithstanding, the Escrow Agent shall NOT BE REQUIRED TO DEPOSIT THE SAME IN ANY INTEREST BEARING OR INCOME PRODUCING ACCOUNT, AND SHALL NOT IN ANY WAY BE LIABLE TO ANY OF THE OTHER PARTIES TO THE ESCROW AGREEMENT FOR THE PAYMENT OF INTEREST UPON SAID FUNDS FOR THE PERIOD DURING WHICH THEY ARE HELD BY THE ESCROW AGENT. It is intended that the provisions hereof shall supersede any other terms, conditions, covenants or provisions contained in the Escrow Agreement which expressly or by implication are in conflict herewith.

INITIALS _____