



ESCROW HOLD INSTRUCTIONS (EARNEST MONEY)

To: Select Title Insurance Agency, Inc.
170 South Interstate Plaza Dr., Ste 150, Lehi, Utah 84043

Re: Seller:
Buyer:
Property:
Escrow No:

The undersigned does hereby deliver to you in escrow the following described documents, money, and/or property, as hereinafter described to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth:

I. PAPERS, INSTRUMENT, MONEY, AND/OR PROPERTY DEPOSITED:

A. The sum of \$_____ (hereinafter the "funds") in the form of a check, which shall be deposited into a non interest bearing account to be in the name of Select Title Insurance Agency, Inc., Trustee. The depository institution is Central Bank.

B. A copy of a fully executed Real Estate Purchase Contract/Offer to Purchase/Agreement of Sale (hereinafter the "Agreement"), dated _____ by and between _____ as Seller, and _____ as Buyer.

II. INSTRUCTIONS:

A. Upon the closing of the transaction contemplated by the Agreement, the Funds, (together with all interest accrued thereon), shall be applied against the purchase price for the benefit of the Buyer.

B. In the event the transaction contemplated by the Agreement does not close, the Funds shall be disbursed pursuant to written instructions from Seller and Buyer, or a REPC Addendum.

III. FEES

Compensation to Select Title Insurance Agency, Inc. for its services under this escrow shall be the sum of **\$50.00** payable at the time of closing or upon cancellation of contemplated closing. An annual custodial fee of **\$100.00, if necessary**, shall be charged commencing and on the same date for each year thereafter. This fee will change in accordance with the applicable schedule of fees then in effect at Select Title Insurance Agency, Inc.

IV. TERMS AND CONDITIONS:

Select Title Company, its officers, employees, and directors shall sometimes hereinafter collectively be referred to as "Select".

1. In the event of any disagreement or the presentation of adverse claims or demands in connection with or for any item affected hereby Select shall be entitled, at Select's option, to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Select may make no delivery or other disposition of any document or property involved herein or affected hereby and in so doing Select shall not be or become liable to the undersigned or any of them or to not be or become liable to the undersigned or any of them or to anyone else whomsoever for Select's refusal to comply with such conflicting or adverse claims or demands, and Select shall be entitled to continue so to refrain to act until:

a. The rights of the adverse claimant have been finally adjudicated in a court of competent jurisdiction; or

b. All differences shall have been adjusted by agreement and you shall have been notified thereof in writing signed by all of the persons interested.

In the event of such a disagreement or presentation of adverse claims or demands as described above, Select, at its sole option and discretion, may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated, may deposit with the court all documents and property held hereunder, and the parties hereto agree to pay all costs, expenses, and attorney's fees incurred by Select in such action, and said costs, expenses, and fees shall be included in any judgment rendered in any such action.

2. Select acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited hereunder, or with respect to the form of execution of the same, or the identity, authority or rights of any person executing or depositing the same.

3. Select shall not be required to take notice of any default or any other matter nor bound by nor required to give any notice or demand, nor required to take any action whatsoever except as herein expressly provided.

4. No assignment or transfer of this escrow agreement or of any document or property, including money, held in this escrow or any interest therein can be made, but said documents and property may be withdrawn and this escrow agreement terminated by mutual consent of all parties including Select.

5. These instructions contain the complete agreement of the parties and Select and all prior agreement and negotiations are merged herein. These escrow instructions may be altered or amended only with the consent of both parties and Select and such amendment or alteration must be in writing and signed by the parties and Select.

6. All duties of Select and conditions in connection with such duties are contained in this agreement and Select shall not be charged with any duty or term or condition of any duty not expressed in this agreement.

7. Select shall not be liable for any damage or expense to any person or property, regardless of how the same may be caused or suffered and though the same may be caused or suffered by reason of breach of this agreement or negligence (affirmative or otherwise), except in the case of bad faith, willful misconduct, or gross negligence on the part of Select, its employees or persons acting under its directions or control.

8. The parties have satisfied themselves as to the authority of any person signing these instructions in a representative capacity. Should this agreement require Select to accept or act upon any instructions, documents or instruments issued by any representative on behalf of any person, including, but not limited to corporations, partnership, fiduciaries, or individuals, Select may require written authorization from the persons represented by such representative's authority, before accepting or acting upon such instructions, documents, or instruments.

9. In the event that Select is made party to, or intervenes in, any litigation pertaining to this escrow or the subject matter thereof, Select shall be reimbursed for any and all costs and expenses, including attorney's fees, whether incurred under salary or retainer or otherwise, which may be incurred thereby. Select shall have a right of offset against any and all funds held hereunder for any and all costs, expenses and fees incurred by it under this agreement. The parties hereto agree, jointly and severally, to pay any and all costs, expenses and fees incurred by Select hereunder, and to indemnify Select from and against any and all liability or expense which may be incurred hereunder.

10. The parties hereto have either specified the depository institution where any funds in connections with this escrow shall be placed, or have authorized Select to use its discretion regarding the deposit of funds. The parties hereto agree, jointly and severally, to at all times indemnify Select, and to hold it harmless from and against all costs, expenses, damages, actions or causes of action which shall or may result from the aforesaid choice of depository institution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2013.

ACCEPTED BY: SELECT TITLE INSURANCE AGENCY, INC.

BY: _____