First American Title Insurance Company
3330 University Avenue, 3rd Floor, P.O. Box 5512
Madison, WI 53705-5512
(608)236-1300
Fax: (866)363-1095

To: **First American Title Insurance Company ("Settlement Agent")**
Madison Team, Escrow Officer

File No.:
Date: _____**, 2024**

Re: 3470 Cudahy Avenue, Cudahy, WI 53110 **("Property")**
"Buyer": _____
"Seller": 470 EAST CUDAHY LLC
(Individually, a "Party" and collectively the "Parties")

EARNEST MONEY DEPOSIT INSTRUCTIONS

Buyer's earnest money deposit (EMD) in the amount of $_____ is hereby deposited with Settlement Agent, to hold and use pursuant to these instructions. Until Settlement Agent is in receipt of these instructions signed by both Buyer and Seller, Settlement Agent reserves the right to unilaterally return the EMD to Buyer, with no further responsibility or liability.

The Parties advise Settlement Agent that they have entered into a purchase and sale agreement dated _____ (PSA) with respect to the Property and have selected Settlement Agent to facilitate the closing of the transaction. Anticipated closing date is _____. The EMD is to be held by Settlement Agent and applied toward the purchase price at closing as provided in the PSA, unless the Parties mutually instruct Settlement Agent, in writing, to otherwise release the funds.

The Parties acknowledge that Settlement Agent's agreement to hold the EMD is subject to the following provisions:

Non-Interest-Bearing Account: The EMD will not be placed in an interest-bearing account. If the EMD is to be held in an interest-bearing account, separate instructions that are accepted by Settlement Agent and a $NA fee will be required for opening and maintaining the interest-bearing account.

Modification in Writing: Any modification of these Instructions shall be given mutually by the Parties in writing. A modification regarding any matter other than the disbursement of EMD will be of no force or effect unless agreed to and accepted by the Settlement Agent.

Interpleader Action: In the event Settlement Agent receives conflicting instructions from the Parties regarding the EMD, or if no mutual instruction to release funds is received by the Settlement Agent after expiration of the anticipated closing date, Settlement Agent may, AT ITS SOLE DISCRETION, file an action in interpleader, or any other appropriate and necessary action, and deposit the EMD with the clerk of the court. The Parties agree that all costs, fees and expenses including attorney's fees incurred by the Settlement Agent by filing an action may be deducted from the funds held prior to or upon depositing any of the remaining EMD with the clerk of the court. Upon filing of an action in interpleader, or other appropriate and necessary action, the Settlement Agent will be deemed fully released and discharged from any obligations, duties or requirements imposed by these instructions.

Indemnity, Hold Harmless and Limit of Liability: The Parties agree to indemnify and hold Settlement Agent harmless from any loss or damage arising from or pertaining to the Parties' conduct, requirements, action or inaction regarding the matters addressed herein or for any other loss or damage that is not caused by Settlement Agent. The Parties acknowledge and agree that Settlement Agent's sole responsibility arises under the instructions given to Settlement Agent. The Parties further expressly waive any special, incidental, punitive or consequential damages arising out of or in connection with these instructions to Settlement Agent and that Settlement Agent's liability is limited and cannot exceed the amount of the funds held.

Date: _____

Buyer

Seller

Buyer

Seller