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POST-CLOSING ESCROW AGREEMENT

THIS POST-CLOSING ESCROW AGREEMENT (the “Escrow Agreement”), made and entered into as of the _____ day of _____, 201__, by and among Carl Alexander, acting individually, and as the sole officer, director and shareholder of each of ABC Investments, Inc., an Indiana corporation, and Universal Enterprises, Inc., an Indiana corporation (collectively “Seller”, First Financial, LLC, an Indiana limited liability company (“Purchaser”) and National Title Company (the “Escrow Agent”).

RECITALS

WHEREAS, Seller and XYZ, Inc., an Illinois corporation (“XYZ”) are parties to that certain Purchase and Sale Agreement (“Purchase and Sale Agreement”) dated as of June 8, 201__, which Purchase and Sale Agreement was amended by Seller and XYZ pursuant to that certain First Amendment to Purchase and Sale Agreement dated December 7, 201__ (“First Amendment” and which Purchase and Sale Agreement was amended by Seller and Purchaser pursuant to that certain Second Amendment to Purchase and Sale Agreement dated February _____, 201__ (“Second Amendment”) (the Purchase and Sale Agreement and, the First Amendment and Second Amendment are collectively referred to herein as the “Agreement”);

WHEREAS, XYZ assigned all of its interest in and to the Agreement to Purchaser pursuant to that certain Assignment of Interest in Purchase and Sale Agreement and the First Amendment to Purchase and Sale Agreement dated December 12, 201__;

WHEREAS, pursuant to Section 10.1 of the Agreement, Seller and Purchase have agreed to establish an escrow with the Escrow Agent in order to accomplish the True-Up as set forth in the Agreement as well a true-up with respect to the 201__ real estate taxes payable in 2003 and personal property taxes;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if rewritten.
2. Deposits. Simultaneously with the execution of this Escrow Agreement, Seller is depositing (i) an amount equal to ten percent (10%) of the amount of the 201__ real estate taxes paid in the year 201__ as set forth in the Agreement, which total amount is \$15,350 (“Real Estate Tax True-Up Escrow Funds”) as set forth on the tax bills attached hereto as Exhibit A and (ii) an amount equal to ten percent (10%) of the amount of the 201__ personal property taxes paid in the year 201__, which total amount is \$1,238 (“Personal Property Tax True-Up

Escrow Funds”). The Escrow Agent hereby acknowledges the receipt of the Real Estate Tax True-Up Escrow Funds in the aggregate amount of \$15,300 and the Personal Property Tax True-Up Escrow Funds in the aggregate amount of \$1,238, both amounts of which the Escrow Agent shall invest in an interest-bearing escrow account as set forth in Paragraph 5 herein. Neither the Purchaser nor the Seller have any rights, power or authority to sell, pledge, assign, hypothecate or otherwise use any interest in the Real Estate Tax True-Up Escrow Funds and the Personal Property Tax True-Up Funds.

3. Disbursements.

- (a) Real Estate Taxes. The total credit due to Purchaser for the 201__ real estate taxes (being the real estate taxes due for the calendar year 201__ and payable in 201__) and the 201__ real estate taxes (being the real estate taxes due for the calendar year 201__ and payable in 2003) (collectively the “Total Real Estate Taxes”) shall be equal to 118.74 % of the total amount due for the 201__ real estate taxes payable in 201__. Upon receipt of the final real estate tax bills for the 201__ real estate taxes payable in 201__, Purchaser shall (i) determine the amount of the actual proration for Total Real Estate Taxes; and (ii) notify both Seller and Escrow Agent of the amount thereof; said notification to be sent together with a copy of said tax bills and the computation made by the Purchaser. Upon receipt of said notification, tax bills and computation, the Escrow Agent shall be required to pay to the Purchaser, the amount of the real estate taxes, if any, which exceeds the amount which Seller credited to Purchaser pursuant to the Closing. In the event that the amount to which Purchaser is so entitled is less than the Real Estate Tax True-Up Escrow Funds, all sums in excess of those to be paid to the Purchaser shall be paid to Seller. In the event the amount which Purchaser shall be entitled is more than the Real Estate Tax True-Up Escrow Funds, Seller shall pay such difference to Purchaser within ten (10) days after receipt of said notice, computation and bill.
- (b) Personal Property Taxes. The total credit due to Purchaser for the 201__ personal property taxes (being the personal property taxes due for the calendar year 201__ and payable in 201__) and the 201__ personal property taxes (being the personal property taxes due for the calendar year 201__ and payable in 201__) (collectively the “Total Personal Property Taxes”) shall be equal to 115% of the total amount due for the 201__ personal property taxes payable in 201__. Upon receipt of the final 201__ personal property tax bills payable in 201__, Purchaser shall (i) determine the amount of the actual proration for Total Personal Property Taxes; and (ii) notify both Seller and Escrow Agent of the amount thereof; said notification to be sent together with a copy of said tax bills and the computation made by the Purchaser. Upon receipt of said notification, tax bills and computation, the Escrow Agent shall be required to pay to the Purchaser, the amount of the personal property taxes, if any, which exceeds the amount which Seller credited to Purchaser pursuant to the Closing. In the event

that the amount to which Purchaser is so entitled is less than the Personal Property True-Up Escrow Funds, all sums in excess of those to be paid to the Purchaser shall be paid to Seller. In the event the amount which Purchaser shall be entitled is more than the Personal Property True-Up Escrow Funds, Seller shall pay such difference to Purchaser within ten (10) days after receipt of said notice, computation and bill.

4. Termination. This Escrow Agreement shall terminate as of the date which all funds have been disbursed in accordance with Paragraph 3 hereof.
5. Investment. All monies held in escrow hereunder shall be deposited by Escrow Agent in interest-bearing accounts with one or more federally insured banking institutions of the Escrow Agent's choosing.
6. Escrow Agent Acceptance and Conditions. The Escrow Agent hereby accepts its appointment as Escrow Agent hereunder, but only upon and subject to the following express terms and conditions:
 - (a) The Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness of the computation of the amount of the Real Estate True-Up Escrow Funds and/or the Personal Property True-Up Escrow Funds.
 - (b) It is expressly understood that Escrow Agent shall act only in accordance with written notice given in accordance with this Escrow Agreement and shall have no discretionary power in the performance of its duties hereunder. The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other document, instrument or paper which the Escrow Agent reasonably and in good faith believes to be genuine and to be what it purports to be, so long as such action is not in contravention of the Escrow Agent's duties under this Escrow Agreement.
 - (c) The Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith, except as provided in Paragraph 6(d) below, so long as such action or inaction is not in contravention of the Escrow Agent's duties under this Escrow Agreement.
 - (d) Notwithstanding anything herein to the contrary, the Escrow Agent shall not be liable, except with respect to its negligence or its acts of willful misconduct or fraud for any liabilities, costs, expenses, or claims in connection with any act contemplated by or any matter in any way connected with this Escrow Agreement.
 - (e) The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or the duties of the

Escrow Agent hereunder, and the Escrow Agent shall incur no liability, and shall be protected, in acting in good faith and in accordance with the opinion and instructions of such counsel. All costs incurred by the Escrow Agent in connection with any dispute under this Escrow Agreement will be shared equally by Purchaser and Seller.

- (f) In the event of any disagreement between Purchase and Seller, or between them or any of them and any other person, resulting in adverse or inconsistent claims and/or demands upon the Escrow Agent, or in the event that the Escrow Agent is, in good faith, in doubt as to what action it should take hereunder, then, in any such event, and so long as such disagreement shall continue or such doubt shall exist, the Escrow Agent shall not be or become liable in any way to any person for the failure or refusal of the Escrow Agent to act under such circumstances, and the Escrow Agent, in addition to all other courses of action available to it (including, without limitation, the right to interplead all interested parties), shall be entitled to continue to refrain from acting until: (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been settled and all doubt resolved by agreement among all of the interested parties, and the Escrow Agent shall have been notified thereof in writing by all such parties.
 - (g) If the Escrow Agent is threatened with, or becomes involved in, litigation in connection herewith, the Escrow Agent is hereby authorized to interplead all interested parties in any court of competent jurisdiction, and to deposit all property held by it in escrow hereunder with the clerk of the court in which such litigation is pending, and, thereupon, shall stand relieved and discharged from any further duties hereunder.
7. Inspection. All money held in escrow hereunder shall at all times be clearly identified as being held by the Escrow Agent hereunder. The Seller and/or Purchaser may at any time during the Escrow Agent's normal business hours inspect the records of the Escrow Agent relating to the property held in escrow hereunder.
8. Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Escrow Agreement may be served (as an alternative to personal service) by registered or certified mail. Any such notice or demand so served by registered or certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party to be served at the addresses set forth below. Service of any such notice or demand so made by mail shall be deemed complete upon the day of mailing. Further, any such notice may be made by Federal Express (or other reputable overnight courier service), which shall be effective one day after delivery to such overnight courier, at the addresses indicated below:

TO SELLER: Carl Alexander
65 North Delaware Street
Suite 400
Indianapolis, Indiana 46206

with a copy to: _____

TO BUYER: _____

with a copy to: _____

TO ESCROW AGENT: National Title Company
30 North LaSalle Street
Suite 5500
Chicago, Illinois 60602
Attn: Sam Adams

9. Amendments. This Escrow Agreement may not be modified or terminated except in writing by Seller, Purchaser and Escrow Agent.
10. Enforceability. This Escrow Agreement shall be binding upon the parties hereto (and their respective successors, executors, and assigns), and shall inure to the benefit of the parties hereto (and their respective successors, executors, and assigns).
11. Counterparts and Telecopy. This Escrow Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document. Executed copies hereof may be delivered by telecopy and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise effecting the validity of executed copies hereof that may have been delivered by telecopy, the parties will use best efforts to deliver originals as promptly as possible after execution.

12. Construction. This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Time is of the essence of this Escrow Agreement.
13. Limitation of Rights. With exception of the rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Escrow Agreement is intended or shall be construed to give to any person or company other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Escrow Agreement or any covenants, agreements, conditions or provisions herein contained; this Escrow Agreement and all of the covenants, agreements, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, as herein provided.
14. Severability. If any provision of this Escrow Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceability as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in questions inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

[signature page follows]

IN WITNESS WHEREOF, Seller, Purchaser and the Escrow Agent have caused this Post-Closing Escrow Agreement to be executed as of the day and year first above written.

SELLER

Carl Alexander, acting individually, and as the sole officer, director and shareholder of each of ABC Investments, Inc., an Indiana corporation, and Universal Enterprises, Inc., an Indiana corporation

PURCHASER

First XYZ, LLC

By: _____

Its: _____

ESCROW AGENT

EXHIBIT A

TAX BILLS

LAWYERS' MENTOR