



*First American Title™*

First American Title Insurance Company  
6900 Wedgwood Road North, Ste 170  
Maple Grove, MN 55311  
(763)416-2090  
Fax: (714)689-4062

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

File No.: **1674444 (LD)**  
Date: **May 27, 2025**

Re: **2314 Olive Avenue, Wayzata, MN 55391 ("Property")**  
"Buyer": **One Six Properties, LLC**  
"Seller": **Mark D. Willier and Heather L. Willier**  
(Individually, a "Party" and collectively the "Parties")

### **AGREEMENT AND INSTRUCTIONS TO HOLD FUNDS IN ESCROW - MUTUAL RELEASE**

**This Agreement and Instruction is to be used when the Parties agree to hold funds for repairs, rent, security deposits and other agreed upon items. It is not used to provide title insurance coverage for title matters, for lender required escrows, or for payment of federal tax withholding pursuant to FIRPTA. It constitutes authorized instructions to the Settlement Agent and may not contain terms for the Parties.**

The Parties agree and instruct Settlement Agent to hold funds in the amount of \$14124.00 (the "Escrowed Funds") pursuant to this agreement and the instructions contained herein.

**Mutual Instructions:** Escrowed Funds are to be released pursuant to and upon receipt by the Settlement Agent of mutual written instructions from the Parties concerning disposition of the Escrowed Funds.

If Settlement Agent has not received written mutual instructions from the Parties concerning disposition of the Escrowed Funds, or written notice of a dispute from one of the Parties, by the date that is three (3) months after receipt of the Escrowed Funds or the Estimated Completion Date if listed above, whichever is later, Settlement Agent has the right, but not the obligation, at any time thereafter to issue one check in the amount of remaining Escrowed Funds to the Party that delivered the Escrowed Funds to Settlement Agent without additional notice to or instructions from the Parties.

A non-refundable holdback fee of \$175.00 will be paid by Mark D. Willier and Heather L. Willier to the Settlement Agent for holding the Escrowed Funds pursuant to this agreement and the instructions contained herein.

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

**Non-Interest-Bearing Account:** Escrowed Funds will **not** be placed in an interest-bearing account. If Escrowed Funds, or any portion thereof, are to be held in an interest-bearing account, separate instructions that are accepted by Settlement Agent and a \$150.00 fee will be required for opening and maintaining the interest-bearing account. An interest-bearing account will not be opened for funds that will be held for less than thirty (30) days.

**Interpleader Action:** Any time after the date that is three (3) months after Settlement Agent's receipt of the Escrowed Funds, in the event no mutual instructions to release the Escrowed Funds is received by the Settlement Agent, Settlement Agent may, AT ITS SOLE DISCRETION, file an action in interpleader, or any other appropriate and necessary action, and deposit the Escrowed Funds held 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 Escrowed Funds held prior to or upon depositing any of the remaining Escrowed Funds 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.

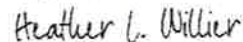
**State Escheatment Requirements:** Settlement Agent will forward any remaining balance of the Escrowed Funds held to the applicable state agency or department requiring the disposition or handling of unclaimed property pursuant to the applicable state's unclaimed property act or administrative rules. Once any remaining balance of Escrowed Funds held has been escheated to the State, it may be necessary for the Parties to file a claim with the State in order to receive any of the Escrowed Funds deposited with the applicable state agency or unclaimed property department.

**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 to and cannot exceed the amount of Escrowed Funds held.

Signed by:

CC: 4098807712472  
Mark D. Willier

Signed by:

SF: 6480519F1457  
Heather L. Willier

One Six Properties, LLC, a Minnesota limited  
liability company

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

Name: Joseph John LaBate Jr.

Title: member