

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement"), dated Feb 28, 2012 is made by and between Williamson County Clerk, acting by and through Williamson County, Texas, a political subdivision of the State of Texas ("County") and **eRecording Partners Network, LLC** ("Company").

WHEREAS, County provides recording, copying and various other services to the public based on fees and costs as prescribed by Texas Statutes;

WHEREAS, Company and Company employees and/or agents periodically require the services provided by County's real estate recording office;

WHEREAS, Company desires a more efficient and effective means of paying for the services obtained from County; and

WHEREAS, Company desires to create an escrow account, accessible by County, to pay the fees and costs associated with any services provided to Company by County's real estate recording office including but not limited to the costs necessary to place documents of record in County's real estate recording records; and

WHEREAS, County is willing to create an escrow account in which Company may periodically deposit funds for the purpose of allowing County to automatically deduct the fees and costs associated with any services provided to Company by County's real estate recording office including but not limited to the costs necessary to place documents of record in County's real estate recording records;

NOW, THEREFORE, County and Company agree as follows:

1. County hereby agrees to establish, at no cost to and for the benefit of Company, a non-interest bearing escrow account ("Account") to be used from time to time by County at Company's sole direction for the payment of any charges, costs or fees incurred by Company for any services rendered by County including but not limited to the costs necessary to place documents of record in County's real estate recording records.
2. Upon the execution of this Agreement, Company shall provide County with the sum of \$100 which is to serve as the initial deposit in the Account.
3. County will provide Company a means to deposit additional funds into Account in an amount and at times as Company, in its sole discretion, deems appropriate. County will notify Company by telephone, facsimile, or e-mail as provided in Paragraph 16 when such additional amounts have been deposited and are available for Company's use.
4. County will notify Company by telephone, facsimile, or e-mail as provided in Paragraph 16 hereof, if at the end of any business day, funds available in Account are equal to or less than \$300. County will further notify Company of any discrepancies in fees discovered by County after documents have been accepted for recording. Any necessary adjustments will be credited or charged to Account

within two (2) business days of County's notification.

5. County is only permitted to make deductions from Account upon the instructions of the authorized Company personal ("Authorized Personnel") listed on the attached Exhibit A. Upon receipt of instructions from Authorized Personnel, County shall deduct the funds so authorized from Account to pay for the fees and costs associated with any services provided to Company by County's real estate recording office including but not limited to the costs necessary to place documents of record in County's real estate recording records.

It is Company's sole responsibility to notify County of any modification to the list of Authorized Personnel by sending a written notice of such modification to County at least seven (7) days in advance of any such modification. If an expedited modification is required, Company may contact County by telephone, facsimile, or e-mail as provided in Paragraph 16 hereof with the modifications needed. Company will confirm any expedited modification request by sending County written confirmation of its expedited request. An Authorized Personnel modification request, whether made by telephone or in writing, is not valid until Company receives written confirmation from County that the requested Authorized Personnel modification has been incorporated. Such written confirmation is valid if received in an e-mail or by facsimile.

6. Company shall maintain adequate funds in its escrow account to ensure timely processing of service transactions. The full amount due, including all recording fees and taxes, must be available in Account before documents will be recorded or services provided by County. If the Account does not contain enough funds to cover the full amount due, the documents will be rejected or service will be denied. Company will be notified of any documents rejected or services denied in the same manner and time frames as is currently customary for County. County shall not be liable for rejecting documents or refusing to provide services in the event Company fails to maintain adequate funds in its escrow account.
7. On the 1st day of each month that is not a Saturday, Sunday or County holiday, County will provide Company with a statement reflecting all activity in the Account pertaining to the preceding month.
8. The fees and costs associated with any services provided to Company by County's real estate recording office, including but not limited to the costs necessary to place documents of record in County's real estate recording records, will be the same as if payment was rendered to County without the benefit of Account.
9. If the Company desires to close the Account, Company must provide County with written notice of Company's intention to do so. Upon receipt of such notice, County will close the Account no later than seven (7) business days after receipt of said notice and forward any remaining balance in Account to Company.

The County retains the right to close Account at any time and for any reason in its sole discretion. Company shall be given at least seven (7) business days written notice of County's intention to do so. Upon the closing of Account, any

remaining balance in Account will be returned to the Company at the address listed herein.

This agreement will remain in full force and effect until cancelled in writing by either party.

10. It is the sole responsibility of Company to maintain the privacy of the Account assigned to the Company. County is not responsible for any unauthorized usage of the Account.

County will not disclose any information concerning either Account or any transactions for which funds in Account have been used for payment to any person or entity, other than those County employees having a need to know, without first obtaining Company's written permission to do so. County must provide Company with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Account information or any transaction information for which funds in Account have been used for payment, as promptly as the circumstances of such order or proceeding reasonably permit.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses (including taxes), even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement

shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction.

Alternatively, County and Company may, by mutual written consent, agree to use Alternative Dispute Resolution (ADR) to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. If either party refuses an offer for ADR, that party shall inform the other party in writing of the reason(s) for such refusal. If ADR is used, an agreement should be reached by the parties on the alternative procedures and terms to be used in lieu of formal litigation and participation in the process shall include officials of both parties who have the authority to resolve the issue in controversy.

13. County and Company agree that this Agreement sets forth the entire agreement between the parties hereto, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both the County and Company.
14. Company agrees that its sole remedy against County for any loss of funds in Account shall be limited to, the recovery of the funds proved to be lost. Except in the case of gross negligence or intentional misconduct, Company expressly waives any and all claims for consequential damages due to loss of the funds against County whether for negligence, misfeasance or nonfeasance of duty in office, or any other cause of action arising out of the conduct of the County, its officials, agencies or personnel with respect to Account. It is expressly understood that Account is strictly for the convenience and benefit of Company. No third party shall be entitled to rely upon the existence of Account, the terms of this Agreement, or the application of any funds deposited hereunder to its benefit or look to County for recovery of any claim by virtue of or relating to this agreement. Company shall further indemnify County for claims of any third party to any funds deposited hereunder, or their application in favor of any third party.
15. This contract shall not be assigned without the consent of the County.
16. All notices required or permitted under this Agreement will be deemed sufficient if given by telephone and then immediately confirmed in writing by facsimile, mail or email to the facsimile number, address or email address specified below:

If to County: Williamson County Clerk
Attn: Nancy E. Rister
405 M.L.K Street
Georgetown, Texas 78626

If to Company:

Written notices or written confirmation of notices delivered and received by

telephone will be effective on the third (3rd) business day following the date such notice was dispatched in writing by facsimile, mail or email to the facsimile number, address or email address provided herein.

17. Company and County mutually represent that each is authorized by law, its governing by-laws or other organizational or administrative rules to enter into this Agreement; and that the person executing this Agreement is authorized to do so and to bind the organization thereby.

IN WITNESS WHEREOF, The parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the 28th day of February, 2012.

eRecording Partners Network, a Minnesota corporation

By: Jerry Levalle

Its: President

Williamson County, Texas

By: [Signature] 03-9-2012

Its: County Judge