

EXHIBIT "D"
ESCROW AGREEMENT

THIS EARNEST MONEY ESCROW AGREEMENT (this "**Agreement**") is made and entered into this 26th day of August 2023, by and among _____ ("**Purchaser**") William E. Cash ("**Seller**") and Dianne Haden Henderson, P.C. ("**Escrow Agent**"). Seller and Purchaser entered into those certain purchase agreements, as amended by addendums thereto (collectively, the "**Contracts**") executed as of August 26, 2023, for certain properties located in **Marion County, Alabama** and being more particularly described in **Exhibit A** to the Contracts (collectively, the "**Property**").

- A.** Purchaser and Seller desire that Escrow Agent hold the Earnest Money in escrow as defined in, and required under, the Contracts and this Agreement, subject to the **Conditions of Escrow**, attached to this Agreement.
- B.** In consideration of the promises and undertakings in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:
 1. Purchaser and Seller hereby appoint as escrow agent Dianne Haden Henderson, P.C.
 2. Purchaser will deliver and deposit with Escrow Agent the amount of \$ _____ representing the Earnest Money as required by the Contracts. Escrow Agent will confirm, by written notice to Seller and Purchaser, receipt of the Earnest Money. Escrow Agent agrees to deposit the funds in IDLTA account and to hold and disburse the funds as provided in this Agreement. Any additional earnest money required by the Contracts will likewise be deposited, if and when due, with Escrow Agent and will be a part of the "Earnest Money" in this Agreement.
 3. Upon written notification from Purchaser and Seller that the sale is consummated, Escrow Agent will deliver the Earnest Money to Seller to be applied to the purchase price.
 4. Upon written notification from Purchaser and Seller that the sale will not take place, Escrow Agent will deliver the Earnest Money in accordance with the release disbursement instructions also included in this Agreement. Notwithstanding the foregoing, in the event Purchaser terminates either one, or both, of the Contracts prior to closing of the transactions contemplated thereby, and in accordance with the terms thereof, Purchaser will provide a copy of the termination(s) to the Escrow Agent, and Escrow Agent will immediately deliver the Earnest Money to Purchaser without requiring approval or authorization from Seller.
 5. The parties covenant and agree that in performing any of its duties under this Agreement, Escrow Agent will not be liable for any loss, costs or damage which it may incur in the capacity of Escrow Agent, except for any loss, costs or damage arising out of its own default or gross negligence or willful misconduct. Accordingly, Escrow Agent will not incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of counsel for the parties given with respect to any questions relating to duties and responsibilities, or (ii) any action taken or omitted to be taken in reliance upon any documents, including but not limited to, any written notice of instruction provided for in this Agreement or in the Contracts, not only as to its execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained in the same, which Escrow Agent in good faith believes to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Agreement.
 6. The parties covenant and agree that, in an event of a dispute under this Agreement, the Escrow Agent may, in the Escrow Agent's discretion, tender into the registry or custody of any court of competent jurisdiction sitting in the State of Alabama, all money held under the terms of this Agreement, together with such legal pleading as is appropriate and will be discharged of its duties under this Agreement. Escrow Agent will be reimbursed for all costs and expenses, including reasonable attorney's fees in connection with any such action.
 7. Notices will be given in accordance with the Contract. The address for Escrow Agent is:

ATTORNEY
Dianne Haden Henderson, P.C.
121 Ashwood Drive
P.O. Box 310
Winfield, Alabama 35594-0310
205-487-4142 OFFICE
kay@dhhlawoffice.com EMAIL

The undersigned have caused this Agreement to be duly executed under seal as of day and year first above written.

PURCHASER:

(SEAL)

ESCROW AGENT:

SELLERS:

By: _____
(Seal) Diane Haden Henderson

(SEAL) William E. Cash