

File No. _____

Date: _____, 20__

Stewart Title Guaranty Company
NCS Office Address

Attn: ___(escrow officer)_____

RE: _____(property address)_____

Ladies and Gentlemen:

Reference is made to the _____, dated _____, 20__ (the "Agreement") between (seller) _____ ("Seller") and (buyer) _____ ("Buyer") regarding the premises captioned above and more particularly described on Exhibit A attached hereto. Buyer has this day deposited with Stewart Title Guaranty Company ("Escrow Agent") the sum of \$ _____ (the "Escrowed Funds").

Escrow Agent shall hold the Escrowed Funds subject to the following terms and conditions:

1. Escrow Agent is not a party to, and is not bound by, or charged with notice of, any agreement out of which this escrow may arise, other than the terms and provisions of this escrow letter.
2. A lis pendens was recorded as Instrument No. _____ of the Official Records of _____ County, California (the "Official Records") on _____, 20__ (the "Lis Pendens"). Seller agrees to obtain a certified copy of a release/withdrawal of Lis Pendens in recordable form (the "Release") and to deliver said Release to Escrow Agent within ninety (90) days of closing (the "Delivery Period"). Upon Escrow Agent's receipt of the Release within the Delivery Period, Escrow Agent shall notify Buyer and Seller of said receipt and will immediately submit the Release for recording in the Official Records, without any further instruction from either Seller or Buyer. Upon Escrow Agent's receipt of confirmation of recording of the Release, Escrow Agent shall disburse the Escrowed Funds to Seller, without any further instruction from Buyer. No additional consent or approval from Buyer shall be required for Escrow Agent to disburse the Escrowed Funds to Seller, once Escrow Agent has received confirmation of the recording of the Release. Escrow Agent shall provide notice of the recording of the Release to Seller and Buyer via electronic mail to the notice addresses set forth below. If the Release is not delivered to Escrow Agent within the Delivery Period, Escrow Agent shall disburse the Escrowed Funds to Buyer within ten (10) days of the expiration of the Delivery Period. No additional consent or approval from Seller shall be required for Escrow Agent to disburse the Escrowed Funds to Buyer, in the event Seller does not deliver the Release to Escrow Agent within the Delivery Period. Escrow Agent shall disburse the Escrowed Funds to either Seller or Buyer, subject to the terms and conditions set forth herein, pursuant to the

recipient's instructions for method of payment, (i.e., check payment or wire transfer).

3. Escrow Agent is acting solely as a stakeholder and depository as an accommodation to Buyer and Seller and is not responsible or liable for any matter or loss arising out of Escrow Agent's conduct or omissions hereunder, except to the extent arising from its gross negligence or willful misconduct. Escrow Agent is not responsible or liable for the sufficiency, correctness, genuineness, or validity of the subject matter of this escrow letter, or for the identity or authority of any person executing any documents or instruments in connection herewith.
4. Buyer and Seller agree to jointly and severally indemnify, defend, and hold harmless Escrow Agent from and against any loss, costs, claims, damage, liability, or expense, including, without limitation, any and all court costs and attorneys' fees and expenses (collectively, "Expenses") incurred by Escrow Agent in connection with or in any way arising out of this escrow letter, except to the extent such Expenses arise from Escrow Agent's gross negligence or willful misconduct. Escrow Agent may, at its own expense, consult with legal counsel in the event of any dispute or questions as to the construction of any provisions hereof or its duties hereunder, and it shall have no liability to any party as a result of any action or inaction taken in accordance with the opinions or instructions of such counsel. The parties acknowledge and agree that Escrow Agent's duties are ministerial only and Escrow Agent does not provide any tax, accounting, or legal advice.
5. Escrow Agent shall be entitled to act or rely upon, and Escrow Agent shall have no liability as a result of Escrow Agent acting or relying upon, the genuineness and validity of any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other document Escrow Agent shall receive from any party hereto.
6. In the event that (a) Escrow Agent receives contradictory instructions from the parties hereto, or (b) there is any dispute between Seller and Buyer as to any matter arising under this escrow letter, or (c) there is any uncertainty as to the meaning or applicability of the provisions hereof or any written instructions received by Escrow Agent pursuant hereto, Escrow Agent may, at its option, continue to hold the Escrowed Funds pending resolution of the matter or deposit the Escrowed Funds with any appropriate court in the state of California at the cost and expense of Buyer and Seller, jointly and severally. Upon making such deposit with the court, Escrow Agent shall thereupon be discharged and released from any and all liability with respect to the Escrowed Funds. Escrow Agent may dispose of the Escrowed Funds in accordance with a court order and shall have no liability to any party for acting in accordance with any such court order.
7. The Escrowed Funds received by Escrow Agent will be deposited with other escrow funds in one or more non-interest-bearing escrow accounts with a financial institution selected by Escrow Agent. Escrow Agent may be eligible to participate in a program whereby it may receive (a) favorable loan terms and earn income from the deposit, and (b) other direct or indirect benefits from its financial institution by reason of the deposit and/or the maintenance of such accounts. Escrow Agent shall have no obligation to account to any party in any manner for the value of, or to pay to any party, any benefit received by Escrow

Agent from its financial institution.

8. When agreed or directed by the parties hereto, deposits made pursuant to these instructions may be further invested in an interest-bearing account with a financial institution selected by Escrow Agent, on behalf of any party or parties hereto, provided that any direction to Escrow Agent for such investment shall be in writing and contain the consent of all other parties to this escrow, together with a completed, signed W-9 Form. Escrow Agent is not responsible for levies by taxing authorities based upon the taxpayer identification number used to establish this interest-bearing account.
9. Escrow Agent has no liability in the event of failure, insolvency, or inability of a financial institution to pay said funds or accrued interest upon demand for withdrawal.
10. Upon delivery of the Escrowed Funds in accordance with the terms hereof, Escrow Agent shall be discharged and released from any and all liability with respect to the Escrowed Funds.
11. This escrow letter may only be modified or supplemented by an instrument in writing executed by duly authorized representatives of Escrow Agent, Buyer and Seller. This escrow letter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Very truly yours,

SELLER:

_____,
a _____

By: _____
Name: _____
Its: _____

Taxpayer ID No.: _____
Address: _____

BUYER:

_____,
a _____

By: _____
Name: _____
Its: _____

Taxpayer ID No.: _____
Address: _____

Accepted and Agreed to:

STEWART TITLE GUARANTY COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description

Legal Description