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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is entered into and effective this _____ day of _____, 202____, by and among _____ [name and legal status] ("_____") and _____ [name and legal status] ("_____") and together with _____, the "Parties", and individually, a "Party") and Truist Bank, a North Carolina banking corporation, as escrow agent ("Escrow Agent").

WHEREAS [State the purpose of the escrow and the business reason for establishing an escrow and, if relevant, describe the agreement between the Parties calling for the establishment of the escrow (the "_____ Agreement")];

WHEREAS the Parties desire for the Escrow Agent to open an account (the "Escrow Account") into which _____ will deposit funds to be held, disbursed, and invested by the Escrow Agent in accordance with this Escrow Agreement; and

WHEREAS, the Parties acknowledge that the Escrow Agent is not a party to, and has no duties or obligations under, the _____ Agreement, that all references in this Escrow Agreement to the _____ Agreement are for convenience only, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises herein, the Parties and the Escrow Agent agree as follows:

I. Terms and Conditions

1.1. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

1.2 _____ shall remit \$ _____ (the "Escrow Fund") to the Escrow Agent, using the wire instructions below, to be held by the Escrow Agent and invested and disbursed as provided in this Escrow Agreement.

Bank name: Truist Bank
Routing number: _____
Account name: _____
Account number: _____
Bank Address: _____
For Further Credit (FFC) account name: _____

1.3. Within three Business Days of receipt of either (a) joint written instructions ("Joint Instructions") substantially in the form of the payment instruction letter attached hereto as **Exhibit B**, signed by an authorized representative of the each of the Parties set forth on such Party's Certificate of Incumbency provided to the Escrow Agent pursuant to Section 5.1, or (b) a Final Decision (as defined below), in each case specifying the amount of the disbursement and containing instructions for payment of the disbursement, the Escrow Agent shall disburse funds as provided in the Joint Instructions or Final Decision, as the case may be, but only to the extent that funds are collected and available. For purposes of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday, or any other day on which the Escrow Agent located at the notice address set forth in Section 4.5 is authorized or required by law or executive order to remain closed. For purposes of this Escrow Agreement, "Final Decision" shall mean a written final order of a court of competent jurisdiction delivered by a Party to the Escrow Agent and accompanied by a written opinion from legal counsel for such Party to the effect that such order is final and not subject to further proceedings or appeal and a written instruction from such Party to the Escrow Agent to effectuate such order. The Escrow Agent shall be entitled conclusively to rely upon any such opinion and instruction and shall have no responsibility to make any determination as to whether such order is from a court of competent jurisdiction or is a final order.

[Insert the specific mechanics for any other escrow disbursement procedures. The additional disbursement instructions should be clear and should not require the Escrow Agent to exercise discretion or make additional inquiries.]

II. Provisions as to Escrow Agent

2.1. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto, which duties shall be deemed purely ministerial in nature, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall in no event be deemed to be a fiduciary to any Party or any other person or entity under this Escrow Agreement. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform its duties, the Escrow Agent shall not be liable for any damages, losses, or expenses other than damages, losses or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Escrow Agent's willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential, or punitive damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for the failure of any Party to take any action in accordance with this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

2.2. The Parties acknowledge and agree that the Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

2.3. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the Parties in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between the Parties, or any of them, including, without limitation, the _____ Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof.

2.4. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any Party or any other person or entity interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith unless such notice is explicitly provided for in this Escrow Agreement.

2.5. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement. The Escrow Agent shall be under no duty or obligation to inquire into or investigate the validity, accuracy, or content of any such notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document. The Escrow Agent shall have no duty or obligation to make any formulaic calculations of any kind hereunder.

2.6. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent shall be entitled to seek the advice of legal counsel with respect to any matter arising under this Escrow Agreement and the Escrow Agent shall have no liability and shall be fully protected with respect to any action taken or omitted pursuant to the advice of such legal counsel. The Parties shall be jointly and severally liable for and shall promptly pay upon demand by the Escrow Agent the reasonable and documented fees and expenses of any such legal counsel.

2.7. In the event of any disagreement between any of the Parties, or between any of them and any other person or entity, resulting in adverse claims or demands being made in connection with the matters covered

by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any Party or other person or entity for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of the Parties and all other interested persons and entities 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 Parties and all other interested persons and entities, and the Escrow Agent shall have been notified thereof in writing signed by the Parties and all such persons and entities. Notwithstanding the preceding, the Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of an agency of the United States or any political subdivision thereof, or of any agency of any State of the United States or of any political subdivision of any thereof, and the Escrow Agent is hereby authorized in its sole discretion to comply with and obey any such orders, judgments, decrees or levies. The rights of the Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

In the event of any disagreement or doubt, as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the election of the Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all funds and property held under this Escrow Agreement, and the Escrow Agent shall have the right to take such other legal action as may be appropriate or necessary, in the sole discretion of the Escrow Agent. Upon such tender, the Parties agree that the Escrow Agent shall be discharged from all further duties under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder.

2.8. The Parties jointly and severally agree to indemnify, defend and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnified Parties") from and against any and all losses, liabilities, claims made by any Party or any other person or entity, damages, expenses and costs (including, without limitation, attorneys' fees and expenses) of every nature whatsoever (collectively, "Losses") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as Escrow Agent hereunder; provided, however, that no Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been directly caused by such Indemnified Party's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

2.9. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

2.10. The Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the Parties. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than ninety (90) days after such written notice has been furnished. In such event, the Parties shall promptly appoint a successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement; provided, however, that any such action of the Escrow Agent shall not deprive the Escrow Agent of its compensation and right to reimbursement of expenses hereunder arising prior to such action and discharge of the Escrow Agent of its duties hereunder. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

2.11 The Escrow Agent and any director, officer or employee of the Escrow Agent may become financially interested in any transaction in which any of the Parties may be interested and may contract with and lend money to any Party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any Party.

III. Compensation of Escrow Agent

3.1. The Parties jointly and severally agree to pay to the Escrow Agent compensation, and to reimburse the Escrow Agent for costs and expenses, all in accordance with the provisions of **Exhibit C** hereto, which is incorporated herein by reference and made a part hereof. The fees agreed upon for the services rendered hereunder are intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement or any material modification hereof, or if any dispute or controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Parties jointly and severally agree to compensate the Escrow Agent for such extraordinary services and reimburse the Escrow Agent for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such event. In the event the Escrow Agent is authorized to make a distribution of funds to any Party (or at the direction of any Party) pursuant to the terms of this Escrow Agreement, and fees or expenses are then due and payable to the Escrow Agent pursuant to the terms of this Escrow Agreement (including, without limitation, amounts owed under this Section 3.1 and Section 2.8) by the Party receiving or directing such distribution, the Escrow Agent is authorized to offset and deduct such amounts due and payable to it from such distribution. The Escrow Agent shall have, and is hereby granted, a prior lien upon and first priority security interest in the Escrow Fund (and the income accrued thereon) with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and without judicial action to foreclose such lien and security interest, and the Escrow Agent shall have and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Fund (and the income accrued thereon). The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

IV. Miscellaneous

4.1. The Escrow Agent shall make no disbursement, investment, or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

4.2. The Escrow Agent shall invest all funds held pursuant to this Escrow Agreement in the Truist [Insert Name of Deposit Product]. The investments in the Truist [Insert Name of Deposit Product] are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (the "FDIC"), in the standard FDIC insurance amount of \$250,000, including principal and accrued interest, and are not secured. The Truist [Insert Name of Deposit Product] is more fully described in materials which have been furnished to the Parties by the Escrow Agent, and the Parties acknowledge receipt of such materials from the Escrow Agent. Instructions to make any other investment must be in writing and signed by each of the Parties. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to the investment of moneys held hereunder or the purchase, sale, retention or other disposition of any investment, and the Escrow Agent shall not be liable to any Party or any other person or entity for any loss incurred in connection with any such investment. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee, interest rate spread compensation, mutual fund servicing fee and other compensation (including 12b-1 fees), and other financial benefits Escrow Agent may receive in connection with each client directed transaction and investment of funds. The Escrow Agent shall use its best efforts to invest funds on a timely basis upon receipt of such funds; provided, however, that the Escrow Agent shall in no event be liable for compensation to any Party or other person or entity related to funds which are held un-invested or funds which are not invested timely. The Escrow Agent is authorized and directed to sell or redeem any investments as it deems necessary to make any payments or distributions required under this Escrow Agreement, including termination pursuant Section 4.10. Any investment earnings and income on the Escrow Fund *[shall become part of the Escrow Fund and shall be disbursed in accordance with this Escrow Agreement]* *[shall not become part of the Escrow Fund and shall be disbursed to _____ as directed in writing by _____]*.

4.3 The Escrow Agent shall provide monthly reports of transactions and holdings to the Parties as of the end of each month, at the addresses provided by the Parties in Section 4.5.

4.4 The Parties agree that for tax reporting purposes all income from the investment of the Escrow Fund shall be reported as having been earned by _____ as of the end of each calendar year regardless of whether

such income was disbursed during such calendar year. The Escrow Agent shall have no duty to prepare or file any tax report or return with respect to the Escrow Fund, except for filing of tax information reporting forms required by law to be filed with the IRS with respect to the income from the investment of the Escrow Fund. With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payer and shall have no responsibility for performing tax reporting. The Escrow Agent's function of making such payments is solely ministerial and upon express direction of the Parties. On or before the execution and delivery of this Escrow Agreement, each of the Parties shall provide to the Escrow Agent a correct, duly completed, dated and executed current United States Internal Revenue Service Form W-9 or Form W-8, whichever is appropriate, or any successor forms thereto, in a form and substance satisfactory to the Escrow Agent including appropriate supporting documentation and/or any other form, document, and/or certificate required or reasonably requested by the Escrow Agent to validate the form provided. The Parties agree that if such documentation is not provided to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any income earned on the investment of the Escrow Fund. To the extent that the Escrow Agent becomes liable for the payment of any taxes with respect to income derived from the investment of the Escrow Fund, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Fund. The Parties jointly and severally agree to indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Fund or any income thereon unless such tax, late payment, interest, penalty or other cost or expense was finally adjudicated by a court of competent jurisdiction to have been directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided in this section is in addition to the indemnification provided to the Escrow Agent elsewhere in this Escrow Agreement and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

4.5. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when delivered (i) by electronic mail to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (ii) by overnight delivery by a reputable national overnight delivery service, or (iii) by United States mail, postage prepaid, or by certified mail, return receipt requested and postage prepaid, in each case to the appropriate address set forth below or at such other address as any party hereto may have furnished to the other parties hereto in writing:

If to Escrow Agent:

Truist Bank

Phone: _____
E-mail: _____

If to _____:

Phone: _____
E-mail: _____

If to _____:

Phone: _____
E-mail: _____

Any party hereto may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party hereto. Notwithstanding anything to the contrary herein provided, the

Escrow Agent shall not be deemed to have received any notice, request, report, or other communication hereunder prior to the Escrow Agent's actual receipt thereof.

4.6. This Escrow Agreement is being made in and is intended to be construed according to the laws of the [State of North Carolina]. Except as permitted in Section 2.9, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the Parties and the Escrow Agent and their respective successors, heirs and permitted assigns.

4.7. The terms of this Escrow Agreement may be altered, amended, modified, or revoked only by an instrument in writing signed by all the Parties and the Escrow Agent.

4.8. This Escrow Agreement is for the sole benefit of the Indemnified Parties, the Parties and the Escrow Agent, and their respective successors and permitted assigns, and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

4.9. No party to this Escrow Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

4.10 This Escrow Agreement shall terminate on the first to occur of (i) the date on which all of the funds and property held by the Escrow Agent under this Escrow Agreement have been disbursed or (ii) _____, 20__ at which time the Escrow Agent is authorized and directed to disburse all of the remaining funds and property held hereunder in accordance with the joint written instructions of the Parties. Upon the termination of this Escrow Agreement and the disbursement of all of the funds and property held hereunder, this Escrow Agreement shall be of no further effect except that the provisions of Sections 2.8, 3.1 and 4.4 shall survive such termination.

4.11. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

4.12. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.13. Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

V. Security Procedure for Funds Transfer

5.1. The identity of such Authorized Representative, as well as their specimen signatures, title, telephone number, and e-mail address, shall be delivered to Escrow Agent in the list of authorized signers form as set forth as Exhibit A-1 and Exhibit A-2 (a "Certificate of Incumbency") and shall remain in effect until the applicable Party, or an entity acting on its behalf, notifies Escrow Agent of any change thereto (the Person(s) so designated from time to time, the "Authorized Representative"). Each Party may, at any time, update Exhibits A-1 or A-2 by signing and submitting to the Escrow Agent an update of such Exhibit A-1 or Exhibit A-2. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit A-1 or Exhibit A-2.

The Escrow Agent shall have no responsibility or liability for any loss which may result from (i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures or instructions, (ii) as a result of a Party's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties, or (iii) any officer or Authorized Representative of a Party named in Exhibit A-1 or Exhibit A-2 delivered hereunder prior to actual receipt by the Escrow Agent of a more current Certificate of Incumbency or an updated Exhibit A-1 or Exhibit A-2 and a reasonable time for the Escrow Agent to act upon such updated or more current Certificate of Incumbency or Exhibit A-1 or Exhibit A-2.

All instructions for the transfer of funds must be delivered to Escrow Agent by one of the delivery methods set forth in Section 4.5. Each Party and the Escrow Agent hereby agree that the following security procedures set forth in this Section 5.1 will be used to verify the authenticity of all instructions for the transfer of funds delivered by any Party to the Escrow Agent under this Agreement. All instructions for the transfer of funds must include the name, title, and signature of an Authorized Representative of the Party identified in Part I of Exhibit A-1 or A-2 as the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check and confirm that the name and signature of the person identified on the written instructions provided to the Escrow Agent in accordance with this Escrow Agreement, appears to be the same as the name and signature of an Authorized Representative of such Party. Following confirmation of such information, the Escrow Agent will make a telephone call to an Authorized Representative of the Party identified in Part II of Exhibit A-1 or Exhibit A-2 at any telephone number for such Authorized Representative as set forth on Exhibit A-1 or Exhibit A-2; or any of the Escrow Agent's systems of record to obtain oral confirmation of delivery of the written instructions provided to the Escrow Agent in accordance with this Escrow Agreement. The Escrow Agent is hereby authorized to call only an Authorized Representative of the Party identified in Part II of Exhibit A-1 or A-2. The Parties agree to comply with additional security procedures that may be implemented by the Escrow Agent for a particular wire transfer request from time to time.

Each Party acknowledges and agrees that these security procedures set forth in this Section 5.1 offered by the Escrow Agent are commercially reasonable for any wire transfer disbursements (regardless of amount, type, or frequency) that may be initiated from the Escrow Account(s).

The Escrow Agent is authorized to execute, and each Party expressly agrees to be bound by any payment instruction for the transfer of funds issued in its name (and associated funds transfer) that is accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 5.1. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without gross negligence or willful misconduct if the Escrow Agent is authorized to execute the funds transfer under this Section 5.1.

The security procedures set forth in this Section 5.1 are intended to verify the authenticity of all instructions for the transfer of funds provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment instruction. The Escrow Agent has no obligation to detect errors in or to question an Authorized Representative's instructions, and the Parties assume all risks of any losses resulting from such instructions. As set forth in Section 2.1 of this Escrow Agreement, the Escrow Agent is not liable for any special, indirect, punitive, exemplary, or consequential damages (including lost profits) of any kind.

The Escrow Agent shall not be obliged to make any payment requested under this Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 5.1. The Escrow Agent's inability to confirm the necessary information included in any instruction to transfer funds may result in a delay or failure to act on that payment instruction letter. Notwithstanding anything to the contrary in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment instruction letter as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 5.1 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act. For all purposes under this Agreement, the Escrow Agent shall be entitled to rely, without any duty or further inquiry, upon (i) the identity and authority of such persons represented on Exhibit A-1 and Exhibit A-2, and (ii) the genuineness and continued accuracy and effectiveness of Exhibit A-1 and Exhibit A-2 until such time as the Escrow Agent receives written notice of changes to Exhibit A-1 or Exhibit A-2 by each applicable Party.

[If the parties would like to have standing instructions for repetitive funds transfer, add the following:]

The Parties acknowledge that repetitive funds transfer instructions may be given to the Escrow Agent for one or more beneficiaries where only the date of the requested transfer, the amount of funds to be transferred, and/or the description of the payment shall change within the repetitive instructions ("Standing Settlement Instructions"). Accordingly, the Parties shall deliver to the Escrow Agent such specific Standing Settlement Instructions only for each respective beneficiary as set forth in Exhibit D to this Escrow Agreement, or other written instruction delivered to the Escrow Agent as set forth in Section 4.5. The Escrow Agent may rely solely upon such Standing Settlement Instructions and all identifying information set forth therein for each beneficiary. The Escrow Agent and the other Parties agree that such Standing Settlement Instructions shall be effective as the funds transfer instructions of Parties, without requiring a verifying callback, if such Standing Settlement Instructions are consistent with previously authenticated Standing Settlement Instructions for that beneficiary. The Parties and the Escrow Agent acknowledge that such Standing Settlement Instructions are a security procedure and are commercially reasonable.

Important Information about Opening a New Account at Truist Institutional Trust

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each business or entity that opens an account or establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your business name, a street address, and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Truist Bank, as Escrow Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SAMPLE

**EXHIBIT A-1
CERTIFICATE OF INCUMBENCY
(AUTHORIZED REPRESENTATIVES):**

The below signatory on behalf of [] (the "Client") certifies that each of the names, titles, information, and signatures set forth as Authorized Representatives in this Exhibit are authorized to execute documents and direct Truist Bank as to all matters, including fund transfer instructions, address changes, and contact information, on behalf of the Client.

Part I – Direction for Funds Transfer

The following persons set forth in Part I are designated to provide direction, including but not limited to the transfer of funds, and to otherwise act on behalf of the Client.

Specimen Signature:	Office Phone Number:	Mobile Phone Number:
Name (print):	E-mail Address:	
Title:		

Specimen Signature:	Office Phone Number:	Mobile Phone Number:
Name (print):	E-mail Address:	
Title:		

Part II – Confirmation of Funds Transfers

The following persons set forth in Part II are designated to confirm funds transfer instructions.

Name (print):	Office Phone Number:	Mobile Phone Number:
Title:	E-mail Address:	

Name (print):	Office Phone Number:	Mobile Phone Number:
Title:	E-mail Address:	

The below undersigned individual hereby certifies: (i) to possess familiarity with documents and records that govern the applicable account and the operation and management of the Client, (ii) to have the power and authority on behalf of the Client to execute this Certificate of Incumbency, and (iii) that the afore-referenced individuals (along with the undersigned, as noted) are duly authorized to instruct Truist Bank on behalf of the Client, and/or authorized to view bank statements regarding the applicable account.

_____ By: _____
Date Signature Title
Name:

Truist Bank shall be entitled to rely, without any duty or further inquiry, upon (i) any instructions from the individuals listed herein, as well as (ii) the identity and authority of such persons represented on this Certificate of Incumbency, and (iii) the genuineness and continued accuracy and effectiveness of this Certificate of Incumbency until such time as Truist Bank receives written notice of changes to this Certificate of Incumbency by the Client and confirms such notice. All current trust accounting access, including paper statements, online statements, and online transaction review access, shall remain approved, unless otherwise directed in writing. The Client shall promptly advise Truist Bank of any changes affecting this Certificate of Incumbency and Truist Bank shall be protected in such reliance until advised of any changes or modifications in writing.

EXHIBIT A-2

CERTIFICATE OF INCUMBENCY
(AUTHORIZED REPRESENTATIVES):

The below signatory on behalf of [] (the "Client") certifies that each of the names, titles, information, and signatures set forth as Authorized Representatives in this Exhibit are authorized to execute documents and direct Truist Bank as to all matters, including fund transfer instructions, address changes, and contact information, on behalf of the Client.

Part I – Direction for Funds Transfer

The following persons set forth in Part I are designated to provide direction, including but not limited to the transfer of funds, and to otherwise act on behalf of the Client.

Specimen Signature:	Office Phone Number:	Mobile Phone Number:
Name (print):	E-mail Address:	
Title:		

Specimen Signature:	Office Phone Number:	Mobile Phone Number:
Name (print):	E-mail Address:	
Title:		

Part II – Confirmation of Funds Transfers

The following persons set forth in Part II are designated to confirm funds transfer instructions.

Name (print):	Office Phone Number:	Mobile Phone Number:
Title:	E-mail Address:	

Name (print):	Office Phone Number:	Mobile Phone Number:
Title:	E-mail Address:	

The below undersigned individual hereby certifies: (i) to possess familiarity with documents and records that govern the applicable account and the operation and management of the Client, (ii) to have the power and authority on behalf of the Client to execute this Certificate of Incumbency, and (iii) that the afore-referenced individuals (along with the undersigned, as noted) are duly authorized to instruct Truist Bank on behalf of the Client, and/or authorized to view bank statements regarding the applicable account.

Date

By: _____
Signature

Title

Name:

Truist Bank shall be entitled to rely, without any duty or further inquiry, upon (i) any instructions from the individuals listed herein, as well as (ii) the identity and authority of such persons represented on this Certificate of Incumbency, and (iii) the genuineness and continued accuracy and effectiveness of this Certificate of Incumbency until such time as Truist Bank receives written notice of changes to this Certificate of Incumbency by the Client and confirms such notice. All current trust accounting access, including paper statements, online statements, and online transaction review access, shall remain approved, unless otherwise directed in writing. The Client shall promptly advise Truist Bank of any changes affecting this Certificate of Incumbency and Truist Bank shall be protected in such reliance until advised of any changes or modifications in writing.

EXHIBIT B

Joint Instructions
Payment Instruction Form

ESCROW ACCOUNT NAME: _____

ESCROW ACCOUNT #: _____

Trust Bank
Attn: _____

Via Email: _____

To Whom It May Concern:

Reference is made to (i) that certain Escrow Agreement, dated as of [] (the "Escrow Agreement"), by and among Truist Bank (the "Escrow Agent"), [] (the "[]"), and [] (the "[]")

Capitalized terms used, but not otherwise defined herein shall have the same meanings as set forth in the Escrow Agreement.

Joint Instructions

Pursuant to Section 1.3 of the Escrow Agreement, the Parties hereby authorize and instruct the Escrow Agent to release [AMOUNT] to [PAYEE NAME] on [insert date] in accordance with the following payment instructions:

Wire Transfer/ACH Information for Receiving Account

Bank Name: _____
Bank City/State: _____
ABA/Routing #: _____
Beneficiary Account Number: _____
Beneficiary Account Name: _____
Beneficiary Street Address (physical address only): _____
Beneficiary City/State/Zip Code: _____
Reference/For Further Credit: _____

If Disbursement is to be Payable by Check

Check Payable to: _____
Address to Mail Check: _____

Sincerely,

Name:

Title:

Name:

Title:

EXHIBIT C
Truist Bank, as Escrow Agent
Schedule of Fees & Expenses

Initial Acceptance Fee: \$ _____ **For finalizing form of Escrow Agreement**

The Acceptance Fee includes review of all related documents and accepting the appointment of Escrow Agent on behalf of Truist Bank. The fee also includes finalizing the form of Escrow Agreement to be utilized, setting up the required US Dollar account(s) and accounting records, the collection and review of Know Your Customer documentation, document filing, and coordinating the process of how funds/assets will be deposited into the Escrow Account. This fee will only be assessed once.

Annual Administration Fee: \$ _____ **For each Escrow Agreement**

*Annual Fee Waived if

The Annual Administration Fee includes providing routine and standard services of an Escrow Agent. The fee includes administering the escrow account, performing investment transactions, processing cash transactions, disbursing funds in accordance with the Escrow Agreement and providing trust account statements to the Parties. The fee covers a full year, or any part thereof, and thus is not pro-rated in the year of termination. The annual fee is billed in advance and payable prior to that years' service. The annual fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the agreement. Extraordinary expenses, including legal counsel fees, will be billed as out-of-pocket. This fee may be waived if a Truist deposit option is selected for investment of escrowed deposits.

Truist Bank's bid is based on the following assumptions:

Accounts Required	
Deposit Amount [est.]	
Term/Duration	
Number of Transactions [est.]	
Investment	

Legal Review Fee: **AT COST**

The Legal Review Fee includes review of all related documents on behalf of Truist Bank as Escrow Agent. As soon as Truist Bank's attorney begins to review the Escrow Agreement, the Legal Review Fee is subject to payment regardless of if the Parties decide to appoint a different escrow agent or a decision is made that the Escrow Agreement is not needed. Fee is waived if no legal review is needed.

Expenses: **AT COST**

Out-of-pocket expenses include but are not limited to third-party charges, professional services, audit confirmations, overnight shipping charges, etc.; any and all ancillary charges. These charges do not represent extraordinary fees or expenses not otherwise contemplated within this fee schedule or the agreement.

Truist reserves the right to adjust this fee schedule if there are material changes to the structure, size or complexity of the transaction from initial estimates. Truist’s fees and expenses, including legal costs, remain payable regardless of whether the transaction successfully closes; payment of invoices are due 30 days following receipt.

Exhibit D
Standing Settlement Instructions

These **Standing Settlement Instructions** are submitted to **Truist Bank** (hereinafter "Bank") pursuant to the Escrow Agreement dated [Day] of [Month], [Year], (hereinafter the "Agreement") by and between _____ and Bank, and is intended to designate accounts into which Bank shall effect repetitive funds transfer disbursements:

1.	Debit Account Name	Debit Account Number			
	Beneficiary Account Name	Beneficiary Account Number			
	Beneficiary Street Address	City	State	Zip Code	Country
	Bank Name	ABA Number	City	State	Zip Code
	For Further Credit (if any)				

2.	Debit Account Name	Debit Account Number			
	Beneficiary Account Name	Beneficiary Account Number			
	Beneficiary Street Address	City	State	Zip Code	Country
	Bank Name	ABA Number	City	State	Zip Code
	For Further Credit (if any)				

3.	Debit Account Name	Debit Account Number			
	Beneficiary Account Name	Beneficiary Account Number			
	Beneficiary Street Address	City	State	Zip Code	Country
	Bank Name	ABA Number	City	State	Zip Code
	For Further Credit (if any)				

4.	Debit Account Name	Debit Account Number			
	Beneficiary Account Name	Beneficiary Account Number			
	Beneficiary Street Address	City	State	Zip Code	Country
	Bank Name	ABA Number	City	State	Zip Code

For Further Credit (if any)

This Exhibit D is expressly made a part of the Agreement and is subject to the terms and conditions thereof.

By

[Client Name]

Name

[Client Title]

Title

By

[Client Name]

Name

[Client Title]

Title

SAMPLE