

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is made and entered into as of [agreement effective date] (the "Effective Date"), by and between:

[full legal name of first principal party], with a mailing address at [mailing address of first principal party] (hereinafter referred to as "Principal"); and

[full legal name of Escrow Agent], with a mailing address at [mailing address of Escrow Agent] (hereinafter referred to as "Escrow Agent").

RECITALS

WHEREAS, Principal and another party (the "Counterparty") are engaged in a transaction concerning real estate (the "Underlying Transaction"); and

WHEREAS, in connection with the Underlying Transaction, Principal desires to deposit certain funds with Escrow Agent, to be held and disbursed by Escrow Agent in accordance with the terms and conditions set forth herein; and

WHEREAS, Escrow Agent is willing to accept such deposit and act as escrow agent for the purpose of holding and disbursing the funds as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below: a. "Escrowed Assets" shall mean the funds deposited with the Escrow Agent pursuant to this Agreement, specifically [description of funds to be escrowed], in the amount of [amount of funds to be escrowed] USD.

b. "Release Conditions" shall mean the specific conditions that must be fulfilled for the Escrowed Assets to be released, as described in Section 4 below.

c. "Underlying Transaction" shall mean the real estate transaction between the Principal and the Counterparty that necessitates this escrow arrangement.

2. APPOINTMENT OF ESCROW AGENT

Principal hereby appoints Escrow Agent, and Escrow Agent hereby accepts its appointment, to hold the Escrowed Assets in escrow and to disburse them strictly in accordance with the terms and conditions of this Agreement.

3. DEPOSIT OF ESCROWED ASSETS

Principal shall deposit the Escrowed Assets with Escrow Agent on or before [escrow start date]. The Escrowed Assets consist of funds, specifically [description of funds to be escrowed], in the amount of [amount of funds to be escrowed] USD. Escrow Agent acknowledges receipt of the Escrowed Assets upon their deposit.

4. CONDITIONS FOR RELEASE

The Escrowed Assets shall be released by Escrow Agent only upon the fulfillment of the following specific conditions (the "Release Conditions"):

- a. Specific Conditions:** [specific conditions for release of escrowed assets]
- b. Verification Method:** Fulfillment of the Release Conditions shall be verified by [method for verifying fulfillment of conditions].
- c. Release Instructions:** Upon verification of the fulfillment of the Release Conditions, Escrow Agent shall release the Escrowed Assets according to the following instructions: [instructions for releasing escrowed assets upon fulfillment of conditions].
- d. Partial Release:** Partial release of the Escrowed Assets is not permitted under this Agreement.

5. DUTIES OF ESCROW AGENT

- a. Safekeeping:** Escrow Agent shall hold the Escrowed Assets in a segregated account, separate from its own funds, and shall exercise reasonable care in the safekeeping of the Escrowed Assets.
- b. Disbursement:** Escrow Agent shall disburse the Escrowed Assets only upon the satisfaction of the Release Conditions as verified in accordance with Section 4.b.
- c. No Investment Authority:** The Escrow Agent does not have authority to invest or otherwise manage the escrowed funds or assets. Any interest earned on escrowed funds will not be distributed to any party.
- d. Information:** Escrow Agent shall provide information regarding the status of the Escrowed Assets to Principal upon reasonable request.

6. TERMINATION OF ESCROW

This Agreement shall commence on the Effective Date and shall terminate on [escrow end date], unless earlier terminated in accordance with this Section.

a. Fulfillment of Conditions: This Agreement shall terminate automatically upon the full release and disbursement of the Escrowed Assets in accordance with Section 4.

b. Failure of Conditions: If the Release Conditions are not fulfilled by [escrow end date], or if it becomes impossible to fulfill the Release Conditions, this Agreement shall terminate. Upon such termination, Escrow Agent shall return the Escrowed Assets to [conditions for termination of the escrow agreement].

c. Early Termination: Early termination of this escrow arrangement by mutual agreement of the parties is not allowed.

7. FEES AND EXPENSES

a. Escrow Agent Fees: The Escrow Agent's fees for services rendered under this Agreement shall be [escrow agent fees].

b. Payment of Fees: The party responsible for paying the Escrow Agent's fees is [party responsible for paying fees].

c. Other Expenses: Any other expenses incurred in connection with this escrow arrangement, including but not limited to [other expenses], shall be paid by [party responsible for paying other expenses].

8. INDEMNIFICATION

Principal agrees to indemnify, defend, and hold harmless Escrow Agent from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Escbursement of the Escrowed Assets in accordance with the terms of this Agreement, except for those arising from Escrow Agent's gross negligence or willful misconduct.

9. DISPUTES

In the event of any dispute between Principal and the Counterparty regarding the Escrowed Assets or the fulfillment of the Release Conditions, Escrow Agent shall hold the Escrowed Assets until it receives joint written instructions from Principal and the Counterparty, or a final, non-appealable order from a court of competent jurisdiction. Escrow Agent shall not be liable for any delay or failure to disburse the Escrowed

Assets during the