

DEPOSITORY ESCROW AGREEMENT AND JOINDER

Escrow No.:

This Depository Escrow Agreement and Joinder (this "Agreement") is made as of the ____ day of _____, 2020 by and between _____ ("DEPOSITOR") and FIRST AMERICAN TITLE INSURANCE COMPANY ("ESCROW AGENT"). Reference is hereby made to that certain Escrow Agreement, dated August 5, 2020, by and between SUB-AGENT and ESCROW AGENT (the "Escrow Agreement"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Escrow Agreement.

WITNESSETH

WHEREAS, DEPOSITOR has received and reviewed a copy of the Escrow Agreement, and understands all of the provisions contained in the Escrow Agreement;

WHEREAS, DEPOSITOR wishes to utilize ESCROW AGENT to hold the Deposit in escrow which shall be deposited, held and released by the DEPOSITOR in accordance with the terms of the Escrow Agreement; and

WHEREAS, ESCROW AGENT is willing to receive, hold and release the Deposit in accordance with the terms and conditions contained in the Escrow Agreement.

NOW THEREFORE, in consideration of the mutual benefits accruing to the undersigned parties, the parties hereto intending to be legally bound hereby agree as follows:

1. DEPOSITOR hereby agrees to join and become party to the Escrow Agreement, and to be legally bound by and fully comply with all of the terms and conditions set forth therein, in each case as if it had been an original party thereto.

2. Simultaneously with the execution of this agreement, DEPOSITOR shall deposit with ESCROW AGENT the Deposit by wire transfer of immediately available United States funds to an account designated in writing by ESCROW AGENT together with payment of a fee in the amount of \$150.00 and an IRS Form W-9 duly executed by DEPOSITOR.

3. DEPOSITOR hereby acknowledges and agrees that ESCROW AGENT has no rights and has no duty to question any release of the Deposit if such release is made in accordance with Section 4(a) of the Escrow Agreement. Simultaneously with the execution of this Agreement, and as a condition to DEPOSITOR's ability to deliver the Deposit to the Escrow Agent and participate in the Auction, DEPOSITOR agrees to provide Sub-Agent with an executed copy of joint written instructions in the form attached to the Escrow Agreement as Exhibit B, which shall constitute "joint written instructions" as contemplated by Section 4(a) of the Escrow Agreement. DEPOSITOR further expressly acknowledges and agrees that, if (a) DEPOSITOR is selected as the "Winning Bidder" or "Back-Up Bidder" (as such terms are defined in the Terms of Sale) at the Auction and (b) DEPOSITOR fails to consummate the purchase of the Collateral in accordance with the Terms of Sale (other than the Sub-Agent's willful failure to close) (such circumstances described in clauses (a) and (b), a "Failure to Close"), then DEPOSITOR may forfeit any and all rights it may have to the return of the Deposit, and the ESCROW AGENT may, following receipt of joint written instructions pursuant to Section 4(a) of the Escrow Agreement, release the Deposit to Sub-Agent as liquidated damages for the costs of the Auction and for its loss of bargain (without limiting the ability of the Sub-Agent or its designee to seek additional compensatory damages). In the event of a Failure to Close, DEPOSITOR hereby expressly (i) permits Sub-Agent to deliver the joint written instructions to the Escrow Agent, (ii) authorizes the Escrow Agent, upon receipt of such joint written instructions, to release the Deposit to Sub-Agent, as liquidated damages for the costs of the Auction and for Sub-Agent's loss of bargain, in lieu of all other damages, (iii) agrees not to bring or pursue any suits, actions or claims against ESCROW AGENT or Sub-Agent in the event the Deposit is released to Sub-

Agent, and (iv) irrevocably and unconditionally releases the ESCROW AGENT and Sub-Agent from any and all liability arising out of or in connection with such release of the Deposit to Sub-Agent.

4. Upon release of the Deposit in accordance with Section 4 of the Escrow Agreement, this Agreement and the respective rights and obligations of the parties shall immediately and automatically terminate.

5. DEPOSITOR agrees to, jointly and severally with Sub-Agent, hold Escrow Agent harmless from and to pay any and all reasonable and documented out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) and any other expense for which Escrow Agent may incur or become liable for as a result of any of the described events or the events described in Section 9 of the Escrow Agreement, which costs and expenses may be deducted from and satisfied with the portion of the Deposit so deposited by the Escrow Agent with a court of competent jurisdiction as provided for in Section 5 of the Escrow Agreement. DEPOSITOR acknowledges that, except for fraud, the gross negligence or willful misconduct of the ESCROW AGENT, ESCROW AGENT shall have no liability of any kind whatsoever arising out of or in connection with its activities as ESCROW AGENT. DEPOSITOR expressly agrees to, jointly and severally with Sub-Agent, indemnify and hold harmless ESCROW AGENT from all suits, actions, losses, reasonable and documented out-of-pocket costs, claims, damages, liabilities, and expenses (including, without limitation, reasonable attorney's fees and disbursements) which may be incurred by reason of its acting as ESCROW AGENT in accordance with the terms of this Agreement and the Escrow Agreement, unless and except to the extent caused by ESCROW AGENT's own fraud, gross negligence or willful misconduct.

6. All notices, demands, offers, elections or other communications required or permitted by this Agreement and the Escrow Agreement shall be in writing and shall be delivered either by hand delivery, nationally recognized overnight courier service or electronic mail with delivery confirmation receipt and addressed to the party at the following addresses:

(a) If to DEPOSITOR:

Name: _____

Address: _____

Email Address: _____

Phone Number: _____

(b) If to ESCROW AGENT:

The address set forth in the Escrow Agreement.

Notice shall be deemed to have been given or delivered if personally delivered, upon delivery; or, if sent by nationally recognized overnight courier service, on the first business day after being sent; or is sent by electronic mail with delivery confirmation upon delivery. Notwithstanding the preceding sentence to the contrary, and solely with respect to the Escrow Agent, notice shall be deemed to have been given or delivered to the Escrow Agent on the date of the Escrow Agent's actual receipt or refusal of such notice.

7. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Nevada without regard to the conflicts of laws principles thereof that would result in the application of the laws of any other jurisdiction. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF NEVADA FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR UNDER ANY THE ESCROW AGREEMENT

OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY, AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM, OBLIGATION OR DEFENSE THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. EACH PARTY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF TO SUCH PARTY AT THE ADDRESS SET FORTH IN SECTION 6 OF THIS AGREEMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8. This Agreement and the Escrow Agreement, taken together, are intended to constitute one agreement amongst the parties hereto and thereto. This Agreement and the Escrow Agreement contain the entire agreement of the parties with regard to the matters referenced herein and therein and supersede any prior agreements as to such matters. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be amended or modified except with the prior written consent of Escrow Agent and Sub-Agent.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but collectively all of such counterparts shall constitute one and the same agreement.

[Signature Page Follows]

IT WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEPOSITOR

NAME:

TITLE:

Escrow accepted and agreed to:

FIRST AMERICAN TITLE INSURANCE COMPANY

NAME:

TITLE: