

## ESCROW AGREEMENT

This ESCROW AGREEMENT (this “Agreement”) is made as of this 5<sup>th</sup> day of August, 2020, by and among Terracore AgentCo LLC, having an address at c/o Siguler Guff & Company LP, 200 Park Avenue, New York, NY 10166 (“Sub-Agent”), First American Title Insurance Company, having an address at First American Title Insurance Company, National Commercial Services, 8311 W. Sunset Road Suite 100, Las Vegas, NV 89113 (“Escrow Agent”), and any bidder participating in the Auction (as defined below) who delivers an executed copy of the Depository Escrow Agreement and Joinder attached hereto as Exhibit A (each bidder being referred to in this Agreement as a “Bidder” or a “Depositor”, and such Depository Escrow Agreement and Joinder, a “Depository Joinder”).

### WITNESSETH

WHEREAS, as a condition to each Bidder’s participation in a public auction of (i) all right, title and interest in and to all of the equity interests in Terracore Operating Company LLC, a Delaware limited liability company (the “Company”) owned by Terracore Intermediate Holdings LLC, a Delaware limited liability company (“Parent”), which interest is purported to constitute one hundred percent (100%) of the total outstanding membership interests in the Company (the “Terracore Operating Membership Interests”), and (ii) all of Parent’s right, title and interest in that certain Global Intercompany Note, dated June 28, 2019, by and between Parent and Company (the “Note” and, collectively with the Terracore Operating Membership Interests, the “Collateral”) to be held on September 1, 2020 at 11:00 A.M. (PDT) (the “Auction”) and in accordance with the Terms of Public Sale in connection therewith (the “Terms of Sale”), such Bidder is obligated to make a deposit in escrow in the amount of SEVEN MILLION DOLLARS (\$7,000,000.00) (each, individually, a “Deposit”, and all such Deposits, collectively, the “Escrowed Funds”); and

WHEREAS, the parties to this Agreement (the “Parties”) desire that the Escrow Agent hold the Escrowed Funds in escrow, and Escrow Agent is willing to do so, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged, the parties hereto agree as follows:

1. Each Bidder shall deliver its Deposit to the Escrow Agent by wire transfer of immediately available United States funds to an account designated in writing by Escrow Agent, in each case together with a Depository Joinder, payment of a fee in the amount of \$150.00 and an IRS Form W-9 duly executed by such Bidder.

2. Promptly upon receipt of each Deposit, Escrow Agent shall (a) transfer such Deposit into a documented and segregated interest bearing money market sub-account in the name of the Bidder making such Deposit (each such account, a “Sub-Account”) at First American Trust (the “Bank”) and (b) provide written confirmation of its receipt of such Deposit, along with the name, number and other identifying information about the Sub-Account, to the applicable Depositor and to Sub-Agent. The Escrow Agent shall reasonably promptly provide Sub-Agent with a written accounting of the Escrowed Funds, together with a reasonably detailed statement of each Deposit held by it and the Sub-Account in which each such Deposit is held.

3. The Depositor indicated on any Form W-9 shall receive a 1099 for the interest on the Deposit regardless of which party actually receives the interest on the Deposit. The Parties agree that Escrow Agent shall not be liable for any loss or impairment of the Escrowed Funds that results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

4. The Escrow Agent shall release each Deposit following the earlier of:

- (a) Escrow Agent’s receipt of joint written instructions from Sub-Agent and the applicable Depositor in the form of Exhibit B attached hereto; and
- (b) delivery to the Escrow Agent (with a copy delivered simultaneously to the applicable Depositor or Sub-Agent, as the case may be) by either the applicable Depositor or Sub-Agent of a final, non-appealable judgment, order, or decree of a court or other judicial body of competent jurisdiction, together with (i) a certificate executed by an authorized

officer of the prevailing party to the effect that such judgment, order or decree is final, binding, and non-appealable and from a court or other judicial body of competent jurisdiction, and (ii) a written disbursement instruction executed by an authorized officer of the prevailing party to effectuate such order.

Upon release of all Escrowed Funds in accordance with this Section 4, Escrow Agent shall be relieved of all liability hereunder.

5. If Escrow Agent is uncertain for any reason whatsoever as to its duties or rights hereunder or if there is a dispute or controversy among the Parties about all or any portion of the Escrowed Funds, then notwithstanding anything to the contrary herein, Escrow Agent may continue to hold such portion of the Escrowed Funds or may deposit such Escrowed Funds with any court of competent jurisdiction. In the event all or any portion of the Escrowed Funds are deposited with a court by Escrow Agent pursuant to this Section 5, Escrow Agent shall provide written notice to Sub-Agent and the applicable Depositories specifying the name of the court with which it has deposited the Escrowed Funds. The parties jointly and severally agree to 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) 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 10, which costs and expenses may be deducted from and satisfied with such portion of the Escrowed Funds so deposited by the Escrow Agent with a court of competent jurisdiction as provided for in this Section 5.

6. If Escrow Agent becomes aware of any conflicting demands or claims concerning this escrow, Escrow Agent shall have the right to discontinue all further acts on Escrow Agent's part until the conflict is resolved to Escrow Agent's satisfaction. Escrow Agent has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Agent's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Agent is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Agent, the party(ies) involved in the action agree to indemnify and hold the Escrow Agent harmless against liabilities, damages and costs incurred by Escrow Agent (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Agent.

7. The Parties acknowledge 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 activity as Escrow Agent. The Parties jointly and severally agree to and do hereby indemnify and hold harmless Escrow Agent from all suits, actions, loss, reasonable and documented out-of-pocket costs, claims, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which may be incurred by reason of its acting as Escrow Agent and such indemnity shall survive the termination of this Agreement. In no event shall the Escrow Agent be liable for any lost profits or for any incidental, special, consequential or punitive damages whether or not the Escrow Agent knew of the possibility or likelihood of such damages, except in the case of fraud, gross negligence or willful misconduct of the Escrow Agent. Escrow Agent's fee for serving as escrow agent is \$150.00 per Deposit made, which fee shall be paid by each Depositor simultaneously with the delivery of its Deposit in accordance with Section 1 of this Agreement.

8. All notices, demands, offers, elections or other communications required or permitted by this 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:

To Sub-Agent:

Terracore AgentCo LLC  
c/o Siguler Guff & Company LP  
200 Park Avenue, New York, NY 10166  
Attention: Joshua Posner  
E-Mail Address: jposner@sigulerguff.com

To Escrow Agent:

First American Title Insurance Company  
National Commercial Services  
8311 W. Sunset Road, Suite 100  
Las Vegas, NV 89113  
Attention: Troy Lochhead  
Email Address: tlochhead@firstam.com

To Bidder:

The address set forth in the applicable Depository Joinder.

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 if 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.

9. In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein. The parties hereto agree that Escrow Agent is fully protected in acting in accordance with any written instrument delivered to it pursuant to Section 4, provided that Escrow Agent reasonably believes such instrument has been signed by the proper person(s). Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent shall have no obligation to review or confirm that actions taken pursuant to such notice in accordance with this Agreement comply with any other agreement or document.

10. Escrow Agent hereunder may resign at any time on giving five (5) days prior written notice to that effect to each of the Parties. In such event, a successor Escrow Agent shall be selected by the Sub-Agent with prompt notice of such selection to be provided by Sub-Agent to each Bidder. Escrow Agent shall then deliver to the successor escrow agent the Escrowed Funds and any interest earned thereon, if any, to be held by the successor escrow agent pursuant to the terms of this Escrow Agreement or a separate Escrow Agreement duly entered into by and among such successor escrow agent, the Sub-Agent and the applicable Bidders. If no successor Escrow Agent is designated and qualified within five (5) business days after Escrow Agent's resignation is effective, Escrow Agent may apply to a qualified court for the appointment of a successor Escrow Agent; provided, that, in the event Escrow Agent applies to a qualified court for the appointment of a successor, Escrow Agent shall provide prompt notice of such application to Sub-Agent and the applicable Bidders.

11. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall have no liability to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under such document.

12. Escrow Agent shall be entitled to select any and all counsel who may be retained to defend or prosecute any action on behalf of Escrow Agent under or arising out of this Agreement.

13. If any Party becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if the Escrow Agent is otherwise served with legal process which Escrow Agent in good faith believes affects funds deposited with Escrow Agent, Escrow Agent shall have the right to place a hold on funds deposited with the Escrow Agent until such time as Escrow Agent receives an appropriate court order or other assurances satisfactory to Escrow Agent (in Escrow Agent's sole discretion) establishing that the funds may continue to be held or disbursed, as the case may be, according to the instructions contained in this Agreement.

14. It is expressly agreed that this Agreement is for the sole benefit of the Parties and shall not be construed or deemed to have been made for the benefit of any third party or parties.

15. 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 THE DEPOSITORY JOINDER 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 8 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.

16. If any provision of this Agreement or the application thereof to any entity, person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. This Agreement and each Depository Joinder contain the entire understanding between the Parties with respect to the subject matter of this Agreement, and Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. No waivers, variations, modifications or changes hereto shall be binding upon any party hereto, unless set forth in a document duly executed by all Parties.

18. Whenever used herein, the singular number shall include the plural, and the use of any gender shall include all genders. This Agreement shall be binding upon and enforceable between, and inure to the benefit of, the Seller and the Purchaser, their heirs, executors, administrators, legal representatives, successors, assigns or trustees.

19. This Agreement may be executed in two or more counterparts, all of which shall be deemed to be originals and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument. Signatures delivered via electronic mail in PDF format are acceptable.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

**TERRACORE AGENTCO LLC**

By:   
Name: Joshua Posner  
Title: Authorized Signatory

Address for Notices:  
c/o Siguler Guff & Company LP  
200 Park Avenue  
New York, NY 10166  
Attn: Joshua Posner  
jposner@sigulerguff.com  
(212) 332-5100

**FIRST AMERICAN TITLE  
INSURANCE COMPANY**

By: 

Name: *Troy Lochhead*

Title: *Commercial Escrow Manager*

Address for Notices:

First American Title Insurance Company  
National Commercial Services  
8311 W. Sunset Road, Suite 100  
Las Vegas, NV 89113  
Attn: Troy Lochhead  
tlochhead@firstam.com  
(702) 251-5280

**EXHIBIT A**

**Form of Depository Escrow Agreement and Joinder**

*[See attached.]*

**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

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NAME:

TITLE:

Escrow accepted and agreed to:

FIRST AMERICAN TITLE INSURANCE COMPANY

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NAME:

TITLE:

**EXHIBIT B**

**Form of Escrow Release Notice – Joint Instructions**

First American Title Insurance Company

\_\_\_\_\_  
\_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Date : \_\_\_\_\_

Re: [Terracore AgentCo LLC and \_\_\_\_\_] – Escrow Agreement dated August 5, 2020

Escrow Account No. \_\_\_\_\_

Dear Sir/Madam:

We refer to (a) the Escrow Agreement, dated August 5, 2020, by and among Terracore AgentCo LLC (the “**Sub-Agent**”), First American Title Insurance Company and each Depositor (the “**Escrow Agreement**”) and (b) the Depository Escrow Agreement and Joinder, dated \_\_\_\_\_, 2020, delivered by \_\_\_\_\_ (the “**Depositor**”) in connection with such Depositor’s delivery of the Deposit pursuant to the terms of the Escrow Agreement.

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section 4(a) of the Escrow Agreement, the undersigned hereby instruct Escrow Agent to release the Deposit described below, in full, to the specified party as instructed below.

**Deposit Information:**

Depositor:  
Sub-Account Number:  
Amount (in writing):  
Beneficiary:  
City:  
Country:

**Release Deposit to:**

the Sub-Agent, pursuant to Section 4(a) of the Escrow Agreement, to the following account:

**US Instructions:**

Bank: \_\_\_\_\_

Bank address: \_\_\_\_\_

ABA Number: \_\_\_\_\_

Credit A/C Name: \_\_\_\_\_

Credit A/C #: \_\_\_\_\_

Credit A/C Address: \_\_\_\_\_

If Applicable:

FFC A/C Name: \_\_\_\_\_

FFC A/C #: \_\_\_\_\_

FFC A/C Address: \_\_\_\_\_

**International Instructions:**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

US Pay Through ABA: \_\_\_\_\_

Credit A/C Name: \_\_\_\_\_

Credit A/C # (IBAN #): \_\_\_\_\_

Credit A/C Address: \_\_\_\_\_

If Applicable:

FFC A/C Name: \_\_\_\_\_

FFC A/C #: \_\_\_\_\_

FFC A/C Address: \_\_\_\_\_

the Depositor, pursuant to Section 4(a) of the Escrow Agreement, to the following account:

**US Instructions:**

Bank: \_\_\_\_\_

Bank address: \_\_\_\_\_

ABA Number: \_\_\_\_\_

Credit A/C Name: \_\_\_\_\_

Credit A/C #: \_\_\_\_\_

Credit A/C Address: \_\_\_\_\_

If Applicable:

FFC A/C Name: \_\_\_\_\_

FFC A/C #: \_\_\_\_\_

FFC A/C Address: \_\_\_\_\_

**International Instructions:**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

US Pay Through ABA: \_\_\_\_\_

Credit A/C Name: \_\_\_\_\_

Credit A/C # (IBAN #): \_\_\_\_\_

Credit A/C Address: \_\_\_\_\_

If Applicable:

FFC A/C Name: \_\_\_\_\_

FFC A/C #: \_\_\_\_\_

FFC A/C Address: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed and delivered these Joint Written Instructions as of the date first above written.

**SUB-AGENT: TERRACORE AGENTCO LLC**

\_\_\_\_\_  
Name:  
Title:  
Date:

**DEPOSITOR:** \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: