



QUALIFIED SUBSTITUTE GENERAL PROVISIONS

These “General Provisions” shall be incorporated into and made a part of the Qualified Substitute Escrow Instructions entered into by and between RELAW, APC (“Escrow Holder”), and the Seller and Buyer listed below (collectively the “Parties”).

RECITALS

A. This Agreement is intended to establish a procedure, pursuant to which documentation deposited with Escrow Holder will be used and the resulting duties of Escrow Holder relative thereto.

IT IS HEREBY AGREED, on the basis of the foregoing facts and for valuable consideration, as follows:

AGREEMENT

1. **Escrow.** Escrow Holder shall establish a separate escrow for this Agreement (the “Escrow”). Escrow Holder shall maintain a record of documentation regarding the Escrow. Any agreement between the Parties and other parties (i.e. individual or corporate investors) shall NOT be incorporated herein and shall not involve this escrow transaction or Escrow Holder.

2. **Conflicting Instructions & Disputes.** Should any dispute arise in connection with this Agreement including, but not limited to, conflicting instructions, Escrow Holder may cease acting until the dispute is resolved by legal process or an agreement acceptable to Escrow Holder. If resolution cannot be obtained, Escrow Holder may, upon at least fourteen (14) days prior written notice to the Parties, submit the dispute to court for a judicial determination.

3. **Escrow Holder’s Obligations.** The obligations of Escrow Holder are limited solely to those as specified in the Qualified Substitute Escrow Instructions.

4. **Indemnity.** Each Party agrees to indemnify, defend and hold Escrow Holder harmless from and against all claims, actions, suits, judgments, awards, liabilities, damages, costs, expenses and attorneys’ fees (collectively, “Claims”), in connection with or allegedly in connection with this Agreement and/or the Escrow. Each Party shall promptly reimburse Escrow Holder for any costs, expenses and attorneys’ fees incurred in connection with the foregoing (with or without the filing of any proceeding). This section is of key importance to Escrow Holder, and Escrow Holder would not enter into this Agreement in the absence of this section. It is the intent of each Party that this section shall (a) be broadly construed to protect Escrow Holder from all Claims, (b) apply regardless of any negligence of Escrow Holder (except to the extent the Claim arises solely due to the fraud, willful misconduct or gross negligence of Escrow Holder), and (c) apply even if the Parties have not been negligent or otherwise at fault. As used in this section, “Escrow Holder” includes each officer, director, employee and shareholder of Escrow Holder. This section shall survive any termination of this Agreement.

5. **Maintenance of Records.** Escrow Holder shall keep accurate records as to all documents deposited with Escrow Holder. As required by California law, original documents shall remain at Escrow Holder’s office and, upon reasonable notice, shall be available for inspection by either Party.

6. Miscellaneous.

A. Amendments. This Agreement may only be amended or modified by a written amendment executed by Escrow Holder and the Parties.

B. Attorneys' Fees. In any action regarding this Agreement or the Escrow, the prevailing party in that action shall be entitled to recover its reasonable costs and expenses, including reasonable attorneys' fees.

C. Force Majeure. In the event an act of the government, war conditions, fire, flood, or other act of God prevents Escrow Holder from performing in accordance with the provisions of this Agreement, such nonperformance shall be excused and shall not be considered a breach or default for so long as the said conditions prevail.

D. Interpretation. This Agreement shall be interpreted and construed in accordance with California law. Any action against Escrow Holder involving this Agreement shall be maintained in the appropriate court in Ventura County, California.

E. No Third-Party Beneficiary. This Agreement is made and intended to be for the benefit of the Parties and Escrow Holder only and is not intended to be for the benefit of any payee or anyone else.

F. Merger. This Agreement, together with the Qualified Substitute Escrow Instructions, sets forth the full agreement among the Parties regarding the Escrow and the obligations of Escrow Holder. All prior agreements and understandings are terminated and of no further force or effect.

G. Severability. In the event any provision of this Agreement should be determined by a court of competent jurisdiction as unenforceable or void under applicable law, that provision shall be deleted; but the remaining provisions of this Agreement shall remain in full force and effect.

H. Execution in Counterpart. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

I. Reliance on Copies. The Parties specifically authorizes Escrow holder to accept and rely on Copies (as defined below) and Electronic Signatures (as defined below) as originals, to open escrow and for other purposes of this Escrow. "Copies" means a copy by any means including photocopy, facsimile and electronic. "Electronic Signatures" means an electronic signature or Copy of a signature complying with California law. The Parties and Escrow Holder agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.

J. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

K. Warranty of Authority. Each person executing this Agreement represents and warrants that he or she has full power and authority to do so and that no other authorizations or approvals of any kind are necessary.

L. No Legal Advice. Escrow Holder does not provide any legal or tax advice regarding this Agreement and advises the Parties to consult their own legal or tax representative.