Escrow Officer Name
Escrow Officer Address

SALE ESCROW INSTRUCTIONS

Date: XX/XX/XXXX
Escrow No.: Property:

Buyer hands you herewith collected funds pursuant to the closing statement approved by the undersigned buyer and:

• Balance of funds to close escrow in the form of a wire transfer or cashier’s check payable to Lawyers Title Company of Oregon pursuant to the “Deposit of Funds”, Paragraph 1 contained in the General Provisions attached hereto and made a part hereof.
• Read and approved copy of the Special Warranty Deed

Which you are to use and/or deliver provided you can deliver for the account of the undersigned the following:

• Properly executed Deed describing the real property as set forth in that certain preliminary title report issued by Lawyers Title of Oregon, LLC No. XXXXXXXX Supplement #1, dated XXXX, XX 20XX which preliminary title report the undersigned has read and does hereby approve;

AND when you can cause to be issued an Owner’s Standard coverage form Policy of Title Insurance from XXXXX Title Insurance Company with a liability of XXXXXXX And No100 Dollars ($XXX0,000.00) insuring the undersigned that title to the above referenced property:

SHOWING TITLE VESTED IN

XXXXX LAND TRUST, an Oregon nonprofit public benefit corporation

Subject to the usual printed exclusions and exceptions, current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable, and exceptions numbered X of the above referenced title report, and further subject to any new encumbrance recorded at closing.

Seller hands you herewith the following:

• Special Warranty Deed from Landowner Name to XX LAND TRUST, an Oregon nonprofit public benefit corporation
• 1099 Form
• Department of Revenue Documents
• Original Form 8283
describing the real property as set forth in that certain preliminary title report issued by Lawyers Title of Oregon, LLC No. XX, dated XXXX, XX 20XX which preliminary title report the undersigned has read and does hereby approve;

which you can use when you hold for the account of the undersigned Seller funds pursuant to the closing statement approved by the undersigned; and:

Prorate the following as of close of escrow:

• Real Property Taxes

ADDITIONAL INSTRUCTIONS

NONE

GENERAL INSTRUCTIONS

The General Provisions attached to these instructions are part of these instructions.

Upon request, you are instructed to furnish any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copy of all instructions, amendments or statements.

All terms and provisions of the agreement between the parties, amendments or addendums thereto, have been complied with to the satisfaction of the undersigned parties or will be complied with outside this escrow.
SALE ESCROW INSTRUCTIONS
(continued)

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

<table>
<thead>
<tr>
<th>REFUNDS after closing, if any:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ DEPOSIT (attach voided check or deposit slip OR see bank information on 'Disbursement of Proceeds/Wire Transfer Instructions')</td>
</tr>
</tbody>
</table>

BUYER(S):

<table>
<thead>
<tr>
<th>XXX Land Trust, an Oregon nonprofit public benefit corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY: ____________ _ Date</td>
</tr>
<tr>
<td>XXXX President</td>
</tr>
<tr>
<td>Phone: ____________ _</td>
</tr>
<tr>
<td>Email: ____________ _</td>
</tr>
</tbody>
</table>

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</table>

SELLER(S):

<table>
<thead>
<tr>
<th>Landowner Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Phone: ____________ _</td>
</tr>
<tr>
<td>Email: ____________ _</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECEIVED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawyers Title of Oregon, LLC</td>
</tr>
<tr>
<td>By: Escrow officer name, Escrow Officer Date</td>
</tr>
</tbody>
</table>
1. DEPOSIT OF FUNDS
The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability for withdrawal. Cashes checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective bank's receipt of wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Lawyers Title of Oregon, LLC, with any state or national bank, and may be transferred to any other such general escrow account or accounts. Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account.

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow.

2. PRORATIONS AND ADJUSTMENTS
Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the latest available tax statement (which may include reductions based on any deferal or exemption); during periods in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediate preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside of this escrow and Escrow Agent shall have no liability for the collection or payment thereof.

3. UTILITIES/POSSESSION

4. PREPARATION AND RECORDATION OF INSTRUMENTS
A good faith estimate of the cost of preparing, obtaining, recording and delivering the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

Escrow Holder receives indirect benefits including but not limited to checks, deposit slips, data processing and account service and waiving of certain fees from the depository bank where its non-interest bearing client trust accounts are maintained. Escrow Holder or its affiliates may also elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution.

5. PERSONAL PROPERTY

6. RIGHT OF CANCELLATION

7. PERSONAL PROPERTY

8. RIGHT OF RESIGNATION

9. ACTION IN INTERPLEADER

The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

2. PRORATIONS AND ADJUSTMENTS
Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the latest available tax statement (which may include reductions based on any deferal or exemption); during periods in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediate preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside of this escrow and Escrow Agent shall have no liability for the collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the subject property, you shall prorate rents and charge seller and credit buyer with any deposits paid in advance pursuant to the rent schedule approved by the parties. Seller represents that they will collect all rents which fall due prior to the close of escrow. Make no adjustment against buyer for uncollected rent. Buyer acknowledges that the assessor's office customarily mails tax notices for the July 1 to June 30 tax year in October of the tax year and that Escrow Agent cannot guarantee that the tax assessor's office will address the tax bill to Buyer. Buyer accepts responsibility for contacting the assessor's office and obtaining a tax bill in a timely manner. Buyer acknowledges that a discount applies only if taxes are paid in full on or before November 15 of the tax year and that interest and billing charges may accrue after November 15.

3. UTILITIES/POSSESSION
Transfer, payment and adjustment of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

4. PREPARATION AND RECORDATION OF INSTRUMENTS

5. AUTHORIZATION TO FURNISH COPIES

6. RIGHT OF CANCELLATION
Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. If written objection is filed, you are authorized to institute an action in interpleader pursuant to provisions of paragraph number 9 contained herein.

7. PERSONAL PROPERTY
No examination, chattel or security interest search or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

Bills of sale, if any required, are to be delivered unrecorded at the close of escrow. Escrow Agent shall have no responsibility or liability for the condition or delivery of any personal property being transferred herein.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Holder to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

The principals hereby expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court and fund the expenses of any action, the event such an action is filed, the principal funds and severely agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise. 

Page 3
GENERAL PROVISIONS (continued)

10. TERMINATION OF AGENCY OBLIGATION

These instructions shall be binding on the undersigned until the close of business thirty (30) days from date hereon and shall be performed within said period of time without written demand by the undersigned, but provided that, if your agency as Escrow Holder will not extend beyond six (6) months from the date set forth herein. Any such written notices shall be effective upon receipt of such notice. This escrow may be terminated and all papers and monies returned to the parties only upon written instructions of both parties unless otherwise specified herein.

11. SETTLEMENT STATEMENTS

The parties hereto agree to pay all items as set forth on the approved Settlement Statements. It is understood that certain items therein may be estimated figures and are subject to adjustment.

12. COLLECTION OF FEES

Upon receipt and disbursement of documents and funds required herein, you are authorized to collect your fees earned as agreed to for your closing services. Parties agree to pay demand, whether or not this escrow closes, any charges incurred by Escrow Holder on our behalf and escrow fees and charges.

13. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due under the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Lawyers Title of Oregon, LLC as set forth herein.

14. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

The parties have satisfied themselves that the transaction covered by this escrow is not in violation of any planning or zoning law, and Escrow Agent is relieved of all liability in connection therewith, and is not concerned with the enforcement of said laws.

15. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations thereunder, if applicable, provide in part that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer.

The following limitations on the escrow responsibilities of Escrow Holder apply, except to the extent that Escrow Holder is instructed to act, agrees to act and acts as a Qualified Substitute under FIRPTA or is instructed to act, agrees to act and acts as a transmitter of IRS forms and a withholding agent.

Escrow Holder will not determine, and will not aid in the determination of, whether the FIRPTA withholding provisions are applicable to the subject transaction. Escrow Holder will not furnish tax advice to any party to the transaction. Escrow Holder will not determine, and will not aid in the determination of, whether the transaction will qualify for a FIRPTA exception or exemption. Escrow Holder will not be responsible for any withholding tax reserve fund on any tax form related to FIRPTA.

16. ENVIRONMENTAL ISSUES

Lawyers Title of Oregon, LLC has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Lawyers Title of Oregon, LLC is released of any responsibility and/or liability in connection therewith.

17. URGENCY

Escrow Holder is not to be concerned with any questions of urgency in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

18. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

19. CLARIFICATION OF DUTIES

Lawyers Title of Oregon, LLC serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

This AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND Binds ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCR Owen HOLDENS OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCR Ow Instructions WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THE AYING AGENCY AND YOU AS A PRINCIPAL TO THE ESCR Ow TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCR Ow. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

XXX Land Trust, an Oregon nonprofit public benefit corporation

By: 

President

SELLER($):

Landowner Name

RECEIVED BY:

XXXX

By: Escrow Officer Name, Escrow Officer

Date