

ESCROW AGREEMENT

THIS AGREEMENT is entered into on June 16, 2022, between Clearview Homes, LLC, with principal offices in 445 S. Livernois Rochester Hills, Michigan, 48307 (the Developer), and Title One, Inc., at 33300 Five Mile Road Livonia, Michigan, 48154 (the Escrow Agent).

RECITALS:

WHEREAS, Developer is establishing a residential development known as Lake Pointe Preserve Condominium in the Waterford, Michigan, as a Condominium Project under the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act"); and

WHEREAS, Developer intends to sell Units in 42 Condominiums (the Project), and is entering into Preliminary Reservation Agreements and Purchase or Buy/Sell Agreements (collectively referred to herein as "Agreement") with purchasers for such Units in substantially the forms attached hereto, and each such Agreement requires that all deposits made thereunder be held by the Escrow Agent under an Escrow Agreement; and

WHEREAS, the parties hereto desire to enter into such as Escrow Agreement for the benefit of Developer and for the benefit of each purchaser (hereinafter called "Purchaser") who makes deposit under a Purchaser Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Developer shall, after receipt, promptly transmit to Escrow Agent all sums deposited with it under a Purchase Agreement together with a fully executed copy of such Agreement.
2. All funds received in this escrow, and any other funds received by Escrow Agent, in connection with the subject real estate transaction, shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to this escrow for the value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitation, credits allowed by such bank on loans to Escrow Agent or its parent company, and credits on accounting, reporting, and other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency, or suspension.
3. The sums paid to Escrow Agent under the terms of any Preliminary Reservation Agreement shall be held and released only upon the conditions hereinafter set forth:
 - A. If either Developer or Purchaser notifies Escrow Agent at any time prior to the execution of a Purchase Agreement by the Purchaser of his intent to withdraw from a Preliminary Reservation Agreement, Escrow Agent shall return the amount held in escrow to the Purchaser within three (3) days after Escrow Agent's receipt of the Purchaser's notice of intent to withdraw. Upon the return of said deposit, the Preliminary Reservation Agreement shall terminate, and all liability of Escrow Agent hereunder with respect thereto shall be discharged.
 - B. If the Developer and the Purchaser enter into a Purchase Agreement superseding a Preliminary Reservation Agreement and direct Escrow Agent to continue to hold the deposit in escrow in accordance with its terms, and if they provide Escrow Agent with a copy of the Purchase Agreements, then Escrow Agent shall continue to hold said deposit in accordance with the terms of this Escrow Agreement that pertain to Purchase Agreements.

4. The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or to Purchaser only upon the conditions hereinafter set forth;

A. Except as provided in Paragraph 4B and 4F hereof, amounts required to be retained in escrow in connection with the purchase of a Unit shall be released to the Developer pursuant to Paragraph 6 hereof only upon all of the following:

(i) Issuance of a certificate of occupancy for the Unit, if required by local ordinance.

(ii) Conveyance of legal or equitable title to the Unit to the Purchaser.

(iii) Receipt by Escrow Agent of a Certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Condominium Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof.

(iv) Receipt by Escrow Agent of a Certificate signed by a licensed professional engineer or architect either confirming that recreational or other facilities which on the Condominium Subdivision Plan are labeled "must be built", whether located within or outside of the phase of the Project in which the Condominium Unit is located, and which are intended for common use, are substantially complete, or determining the amount necessary for substantial completion thereof.

B. In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by said agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of said Agreement.

C. In the event that a Purchaser fails to obtain a mortgage as provided in the Purchase Agreement, Escrow Agent shall release all sums held by it pursuant to said Agreement.

D. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant to this Agreement. In the event that interest is requested to be earned upon such sums and the Developer furnishes to the Escrow Agent a copy of the Agreement by and between the Purchaser and the Developer which provides that interest earned on the funds may be paid to the Developer, then such interest shall be held in escrow and paid to the Developer upon termination of this Escrow Agreement. Escrow Agent shall be entitled to a monthly fee associated with the set-up, maintenance and closing of any interest bearing account.

E. In the event that a Purchaser withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under the provisions thereof, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

F. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive same, Escrow Agent may release all such sums to Developer if Developer has provided Escrow Agent with evidence of adequate security, including an irrevocable letter of credit drawn in favor of Escrow Agent, lending commitment, indemnification agreement, or placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

5. A. Substantial completion and the estimated cost for substantial completion of the items described in Paragraphs 4A(iii), 4A(iv) and in Paragraph 6 shall be determined by a

licensed professional engineer or architect, as provided in Paragraph 5B, subject to the following:

(i) Items referred to in Paragraph 4A(ii) shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping and access roads to the extent such items are designated on the Condominium Subdivision Plan as "must be built", are substantially complete in accordance with the pertinent plans thereto.

(ii) If the estimated cost of substantial completion of any of the items referred to in Paragraphs 4A(iii) and 4A(iv) cannot be determined by a licensed professional engineer or architect due the absence of plans, specifications or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or amendment for completion thereof. To the extent that any item referred to in Paragraphs 4A(iii) and 4A(iv) is specifically depicted on the Condominium Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or amendment.

B. A structure, element, facility or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification under this Paragraph, shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications for the Project. A certification of substantial completion shall not be deemed to be a certification as to the quality of the items to which it relates.

6. Upon receipt of a certificate issued pursuant to Paragraphs 4A(iii) and/or 4A(iv) determining the amounts necessary for substantial completion, the Escrow Agent may release to the Developer all funds in escrow in excess of the amounts determined by the issuer of such certificate to be necessary for substantial completion. In addition, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect confirming substantial completion in accordance with the pertinent plans of an item for which funds have been deposited in escrow, the Escrow Agent shall release to the Developer the amount of such funds specified by the issuer of the certificate as being attributable to such substantially completed item. However, if the amounts remaining in escrow after such partial release would be sufficient in the opinion of the issuer of such certificate for substantial completion of any remaining incomplete items for which funds have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by the Escrow Agent to the Developer. Notwithstanding a release of escrowed funds that is authorized or required by this Paragraph, Escrow Agent may refuse to release funds from an escrow account if Escrow Agent, in its judgment, has sufficient cause to believe the certificate confirming substantial completion is fraudulent or without factual basis.

7. Not earlier than nine (9) months after closing the sale of the first Units in a phase of a Condominium Project for which escrowed funds have been retained under Paragraph 4A(iii) or for which security has been provided under Paragraph 4F, Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 4A(iii) or security provided under Paragraph 4F for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. In the case of a recreational facility or other facility intended for general common use, not earlier than nine (9) months after the date of which the facility was promised in the Condominium Documents to be completed by the Developer, Escrow Agent, upon the request of the Association or any interested Co-owner, shall notify the Developer of the amount of funds deposited under Paragraph 4F for such purpose that remains, and of the date determined under this Paragraph upon which those funds can be released. Three months after receipt of a request pertaining to funds described in Paragraph 4A(iii) or 4A(iv), funds that have not yet been released

to the Developer may be released by the Escrow Agent for the purpose of completing incomplete improvements for which the funds were originally retained, or for a purpose specified in a written agreement between the Association and the Developer entered into after the Transitional Control Date. The agreement may specify that issues relating to the use of the funds be submitted to arbitration. The Escrow Agent may release funds in the manner provided in such an agreement or may initiate an interpleader action and deposit retained funds with a court of competent jurisdiction. In any interpleader action, the circuit court shall be empowered, in its discretion, to appoint a receiver to administer the application of the funds. Any notice or request provided for in this Paragraph shall be in writing.

8. The Escrow Agent in the performance of its duties under this Paragraph shall be deemed an independent party not acting as the agent of the Developer, any Purchaser, Co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect as described in the Act, the Escrow agent shall have no liability whatsoever to the Developer or to any Purchaser, Co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon. The Escrow Agent shall be relieved of all liability upon release, in accordance with this Paragraph, of all amounts deposited with it pursuant to the Act.

9. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement to a Purchaser thereunder, or to the Developer.

10. Upon making delivery of the funds deposited with Escrow Agent pursuant to any of the aforementioned Purchase Agreements and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability under any such Purchase Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreement and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

11. Developer hereby agrees to indemnify and hold harmless Escrow Agent for any loss or damage sustained by Escrow Agent, including, but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not a result of Escrow Agent's wrongful act or negligence.

12. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered or certified mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth as the outset hereof.

Escrow Agent

Developer

Clearview Homes, LLC



By:

Date

By: Eric Konieczny

Date

4/20/22

6/16/22