



FULTON ESCROW MANAGEMENT ACCOUNT ADDITIONAL TERMS

The Fulton Escrow Management product consists of a Master Escrow Account and various Subaccounts that are linked to the Master Escrow Account (collectively "Fulton Escrow Management Account"). By requesting a Master Escrow Account and signing a Commercial Account Agreement ("Agreement"), you agree to be bound by the terms of that Agreement, by the general and other applicable provisions of the Rules and Regulations for Deposit Accounts ("Rules"), ZEscrow Terms and Conditions ("ZEscrow Terms"), and by these Fulton Escrow Management Additional Terms ("Additional Terms"), all as altered, amended or revoked by us from time to time. To the extent that these Additional Terms conflict with other terms in the Agreement, the ZEscrow Terms, or in the Rules, these Additional Terms shall control. In addition, for purposes of these Additional Terms, "you" and "Accountholder" refer to the owner of the Master Escrow Account, not to the Beneficiary of the funds in any Subaccount. Capitalized terms used herein are defined in the Agreement, Rules, or ZEscrow Terms and are incorporated as applicable.

Your Master Escrow Account and your various Subaccounts will be different types of accounts. Your Master Escrow Account will be a non-interest-bearing business checking account. Depending on your choice of Subaccounts, you may have the choice of interest-bearing or non-interest-bearing Subaccounts.

In addition to the representations and warranties in the ZEscrow Terms, you represent and warrant that you have provided a completed W-9 & W-8 Certification Form with the Bank or its agent, that you identified the Beneficiary using both a primary form of identification, which was either a valid state driver's license with photograph, state identification card with photograph, or U.S. passport (or a foreign passport with photograph for a non-resident alien only), and a secondary form of identification, which was either a valid foreign passport, a major credit card, or a military identification card, and that you will provide this information to the Bank, promptly upon request. You also represent and warrant that you have the authority to establish and operate each Subaccount.

The Bank will post each requested deposit or other credit to the Subaccount the same day as long as the transaction is posted in the system before 6PM EST. Any posted transactions after the cutoff time will be processed the next available business day. The Bank will post each withdrawal or other debit to the Subaccount and transfer funds from the Subaccount to the Master Escrow Account as instructed by you.

If a check or other deposited item is returned unpaid to the Bank or the Bank does not receive final payment on any provisional credit paid to you, and the respective Master Escrow Account does not contain sufficient funds to cover the returned item or the revocation of provisional credit, then you agree to promptly deposit funds into the Master Escrow Account to cover the returned item, immediately upon the Bank's oral or written demand. You also authorize the Bank to charge any other account maintained by you with the Bank for the unpaid item or revocation of provisional credit. You agree that the Bank will not be liable for dishonoring any items drawn against the Master Escrow Account or any other account that has insufficient funds as a result of the Bank's charging the account for the unpaid item.

The Bank shall debit all fees and charges which are related to the Fulton Escrow Management Accounts from the Master Escrow Account. If the Master Escrow Account does not contain sufficient funds to cover such fees and charges, then you agree to promptly deposit funds into the Master Escrow Account to cover such fees and charges, immediately upon the Bank's oral or written demand. You also authorize the Bank to debit such fees and charges from any other account maintained by you at the Bank. You agree that the Bank will not be liable for dishonoring any items drawn against the Master Escrow Account or any other account that has insufficient funds as a result of the Bank's debiting the account for the unpaid fees and charges.

The Bank will send notices, statements and originals or copies of checks as follows. If the Subaccounts are interest bearing, the Bank will send you 1099 INT Forms for your distribution to your Beneficiaries. The Bank will send you a monthly statement for your Master Account. All other notices shall be sent to you. The availability of imaged or returned checks will be based on individual state requirements.

You are responsible for verifying that the Fulton Escrow Management Account satisfies any legal requirement applicable to your business. You agree not to use your Master Escrow Account as an operating account. If you wish to

have an operating account with the Bank, you will establish and maintain a separate account for that purpose. You also agree that you will only use the Master Escrow Account for transactions related to the Subaccounts.

You agree to indemnify the Bank and hold the Bank harmless from and against any claims, loss, liability or expense of any nature, including, without limitation, legal fees and other costs and expenses of defending or preparing to defend against any claim or liability, incurred by the Bank and arising out of or in connection with: (i) your breach of any obligation, duty, representation or warranty you have or make under these Additional Terms, including, without limitation, any failure of the Fulton Escrow Management to satisfy or comply with any legal requirement applicable to your business; or (ii) with the Bank's performance of or compliance with any direction, instruction, notice, duty or obligation under these Additional Terms, unless such claims, loss, liability or expense shall be caused solely by the Bank's gross negligence or willful misconduct.