

# ESCROW INSTRUCTIONS

TO: Jordan Atin

FROM: John Sample

## Documents:

1. Will

Primary Estate Trustee(s): Alex Sample

Alternate Estate Trustee(s): Chloe Neiman and Clare Damon

2. Continuing Power of Attorney for Property (1 Copy)

Primary Attorney(s): Adam Sample, Charlotte Sample and Chloe Neiman

3. Power of Attorney for Personal Care (1 Copy)

Primary Attorney(s): Alex Sample

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You have agreed to hold the above documents (the "Documents") in safekeeping for me upon the terms set out herein. In view of the fact that a need for the use of the Documents may arise in circumstances where I might lack the capacity or be unable to direct you, you may rely upon these instructions at that time.

1. You are authorized and directed to release the Documents on the following terms:

### Powers of Attorney

#### To Attorney(s):

- a. upon my request;
- b. upon the Attorney's request, if there is only one Attorney;
- c. if there is more than one Attorney appointed (check one box below):

- at any one of their request
- at the request of the majority of them
- at the unanimous request of all of them

Request by Attorney - release may only occur after satisfying yourself, in your sole and unfettered discretion and on the basis of such information as you may deem necessary, **that it is unwise for me to manage my affairs.**

If you want this condition please initial inside box

### Will

**To Estate Trustee(s):**

- a. upon my request;
- b. upon the Estate Trustee’s request, if there is only one Estate Trustee;
- c. if there is more than one Estate Trustee appointed (check one box below):

- at any one of their request
- at the request of the majority of them
- at the unanimous request of all of them

2. You may release a Document to the alternate estate trustee or attorney (an "alternate" decision maker) after satisfying yourself, in your sole and unfettered discretion and on the basis of such information as you may deem necessary, that the Primary decision maker(s) is/are unwilling or unable to act, and under the conditions specified above except that any reference above to “Primary” decision maker shall be read as “Alternate” decision maker.

3. I agree that in consideration of your undertaking to hold the Documents for me, you shall not be liable to me, my heirs, my estate trustees or to any third party as a consequence of relying on these Escrow Instructions or exercising any judgment these Escrow Instructions require you to exercise. I, on behalf of myself and my estate, hereby indemnify you for any liability, losses, costs, damages, solicitor’s fees and expenses sustained or incurred by you in acting

hereunder and from any liability to my estate or to any third party in connection therewith.

4. I, on behalf of myself and my estate, hereby indemnify you for any liability, losses, costs, damages, solicitor's fees and expenses sustained or incurred by you in acting hereunder and from any liability to my estate or to any third party in connection therewith.

5. In carrying out your obligations the following shall apply:

a. You may rely upon any written notice, demand, certificate or document which you in good faith believe to be genuine.

b. In addition to any one-time fee for holding the said documents, you shall be paid fees at your regular hourly rates (such rate to be determined at the time the services are provided) for acting as escrow agent, including without limitation, dealing with any requests for release of the documents.

c. I may change these Escrow Instructions at any time as long as you are satisfied that I have the capacity to provide such different instructions.

6. You may resign as escrow agent at any time by giving me written notice of your resignation, specifying the effective date thereof. I agree to, within thirty (30) days after receiving such notice, appoint a successor escrow agent to whom you will provide the Documents. If I have not appointed a successor escrow agent or the successor escrow agent appointed by me has not accepted such appointment by the end of the thirty (30) day period, you may apply to a court of competent jurisdiction for the appointment of a successor escrow agent and the costs, expenses and solicitor's fees which you incur in connection with such a proceeding shall be paid for by me or out of my estate.

7. These instructions shall survive any subsequent legal incapacity to manage property on my part.

December 07, 2020

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John Sample