



**StoneRidge**  
— LENDING —

**TRUST-ESCROW AGREEMENT**

**THIS AGREEMENT** made as of the        day of        20

**BETWEEN:**

**STONE RIDGE LENDING INC.**

Herein called "Escrow Agent"

- and -

Herein called "Investor"

**WHEREAS** Escrow Agent and Investor have entered into this Escrow Agreement upon certain terms and conditions for the agreed upon funds to be managed.

**NOW THEREFORE** this agreement witnesseth that in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

StoneRidge Lending Inc.  
8B-301 Fruitland Road, Stoney Creek, ON, L8E-5M1  
T: 1-855-407-8663/F: 905-662-0652 LIC#12606  
E:info@stoneridgelending.com/W:www.stoneridgelending.com



# StoneRidge

## LENDING

1. Escrow Agent is holding funds (hereinafter referred to as the “Funds”) of the Investor in trust.
2. Escrow Agent has been initially instructed, and subsequently from time to time, to invest all or a part there of the Funds in real estate investment transactions i.e. private mortgage loans.
3. Investor hereby places the Funds in trust with the Escrow Agent to be held on the terms and conditions hereinafter set forth.
4. After the Funds have been transferred to the Escrow Agent, the Escrow Agent shall hold the said funds deposited with him on the following trusts:
  - (a) As long as Investor is not in default under any provision of this Agreement it shall be entitled to all rights in regards to the Funds which it would normally be entitled.
  - (b) The Escrow Agent shall deliver to Investor the Funds, if Investor confirms in writing to the Escrow Agent that it requires same be released.
  - (c) Funds held in trust are non-interest bearing.
5. The Escrow Agent may resign his trust and be discharged from all further duties and liabilities hereunder by giving to Investor one month's notice in writing. In the event of the Escrow Agent so resigning or for any other reason becoming incapable of acting hereunder,



# StoneRidge

## LENDING

Investor shall forthwith appoint a new Escrow Agent. Failing such appointment by Investor, the retiring Escrow Agent may apply to a Judge of the Ontario Court (General Division) for an appointment of a new Escrow Agent. On any new appointment, the new Escrow Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Escrow Agent.

6. By way of supplement to the provisions of any law for the time being relating to Escrow Agents, it is expressly declared and agreed that the Escrow Agent, his employees, servants or agents;

- (a) Shall not incur any liability or responsibility whatsoever for the consequence of any breach on the part of Investor of any of the covenants and agreements contained herein; and
- (b) Shall not be liable for any action taken or suffered in good faith under this Agreement whether by direction of Investor or otherwise and Investor shall indemnify and save harmless the Escrow Agent from any liability arising pursuant to this Agreement.

7. The Escrow Agent hereby accepts the trusts in this agreement provided for and agrees to perform the same upon the terms and conditions herein set forth.

8. In the event of any dispute, difference or question arising amongst the parties hereto in anyway arising out of this agreement, whether during the term of this agreement or after, then in the case of each such dispute, difference or question as to the respective rights and/or obligations of each party, any party shall be entitled to give to the other parties, notice of such dispute and to



# StoneRidge

## LENDING

request arbitration thereof and the parties shall then submit the same to arbitration in accordance with the provisions of the Arbitrations Act of Ontario or any statute which may replace the same.

9. It is hereby agreed that it shall be a condition precedent to any action being instituted by either of the parties hereto against the other or of any liability in connection therewith that the matter must first be referred to arbitration as herein provided for disposition.

10. All notices to be given or forwarded hereunder to any party or parties shall be in writing and sent by registered prepaid post addressed to the party for whom it is intended at his last known address or shall be in writing and delivered personally to the party or parties for whom such notice is intended.

11. The parties hereto agree to vote in favour of all minutes, by-laws, resolutions necessary to carry out the intent and spirit of this agreement so that the same be enacted and passed by the Corporation and that they will so vote whether as directors or Officers of the Corporation.

12. It is hereby expressly agreed, notwithstanding what is hereinbefore contained that this agreement may be amended, altered modified or cancelled in such manner as the parties hereto by agreement in writing deem advisable at any time or from time to time.

13. Investor shall hold the right to request payout of trust funds by providing 30 days written request. If these funds are registered (syndicated or encumbered) at the time of the request, the requested payout shall occur 30 days post maturity (payout) of said registration



# StoneRidge

LENDING

14. This agreement is personal in its nature and shall not be assigned or transferred without the written consent of the Escrow Agent and Investor.

**IN WITNESS WHEREOF** the parties have set their hands and seals as of the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

) Stone Ridge Lending Inc.  
) Per: Trevor Daly ( President)

) \_\_\_\_\_

) Authorized signing officer

\_\_\_\_\_  
Witness

) \_\_\_\_\_  
) Investor