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CONSTRUCTION/LOAN PROCEEDS DISBURSEMENT AGREEMENT

Re: Loan Dated _____

Borrower: _____

Property Address: _____

City: _____ State: _____ Zip: _____

This agreement ("Agreement") dated effective the last date signed by the parties herein is between _____, herein referred to as ("Borrower"); and _____, herein referred to as "Lender", and FCI Lender Services, Inc. ("FCI") herein referred to as "Loan Servicer".

RECITALS

A. On _____ Lender has made a loan to Borrower in the principal amount of $ _____ ,the ("Loan"). The Loan is evidenced by that certain Promissory Note (the "Note") in the principal amount of the Loan, secured by Deed of Trust/Mortgage (the "Security Agreement") on the real property identified as _____ signed by Borrower and made in favor of Lender. The Loan Servicer services the loan for the benefit of Lender and is hereby a party to this agreement to hold funds from the proceeds of the loan as an escrow holder and to distribute funds according to this Agreement. This Agreement is executed in conjunction with the Note and Security Agreement, and is supplementary thereto.

B. This Agreement shall provide that a portion of the loan proceeds from the above referenced loan are to be held by FCI until FCI is authorized by Lender to Disburse the proceeds as thereby instructed..

C. The parties desire to enter into an agreement for the holdback and disbursement of a portion of the loan proceeds as set forth herein.

D. FCI is hereby acting only as a third party escrow holder and shall not be deemed responsible for review of the condition of the subject property, any improvements thereon, and shall only follow the instructions of the Lender regarding disbursement of the funds.

E. Borrower acknowledges that the FCI is assuming the role of escrow holder of proceeds of the above referenced loan in reliance on the statements and agreements made herein.

For and in consideration of the foregoing, the parties to this Agreement hereby agree as follows:

1. Escrow Amount. The parties hereby acknowledges and agree that FCI shall receive and retain the certain proceeds of the above referenced loan in FCI's trust account (the "Trust Account"). FCI shall receive and retain (Dollar Amount)$ _____ to be held in the Trust Account. Thereafter, upon the specific written direction of the Lender, FCI shall disburse portions, or all of the funds as directed by the Lender. Borrower and Lender agree that all funds deposited into the Trust Account shall be held by FCI in a non-interest bearing account. The parties agree that FCI shall not be held responsible for any losses from the holding of the funds in the Trust Account or the disbursement of said funds upon the instruction of Lender. Borrower shall be responsible for any fees charged by FCI for any disbursement under the terms of the agreement which fees shall be charged in the sum of **$55.00 per draw (includes wire)**, and paid from the proceeds held in reserve. Neither Lender nor Borrower shall have any claim or rights against FCI for the disposition of the Escrow Deposit in accordance with this Agreement, except in the case of gross negligence or willful acts of FCI.

FCI Lender Services, Inc. 8180 East Kaiser Blvd. Anaheim Hills, CA 92808 Tel: (800) 931-2424 Fax: (714) 282-2429 NMLS# 4920 CA DRE# 01022780 www.myfci.com

2. Disbursement: The funds held in FCI's Trust Account pursuant to this Agreement shall be disbursed by FCI as directed by the Lender. FCI shall assume no responsibility for review of the conditions of the property, completion of any improvements, or any other condition for disbursement of funds.

3. General Terms

A. Should any party hereto commence or maintain any action at law or in equity (including counterclaims or cross-complaints) against any other party hereto by reason of the breach or claimed breach of any term or provision of this Agreement, the prevailing party in said action will be entitled to recover court costs, together with such sums as will be fixed by the court in said action as and for its reasonable attorney's fees incurred therein.

B. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties, and the masculine or neuter gender and singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

C. Should any of the provisions of this Agreement be declared or be determined by a court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

D. This document may be executed in counterparts and shall be effective on the date last executed by one of the parties hereto if so executed in counterparts. A fax or email copy of signature(s) shall be as effective as an original.

Dated: _____

_____
Borrower Signature

_____
Borrower Name

Dated: _____

_____
Lender Signature

_____
Lender Name

Dated: _____

Joni Helmick
Loan Servicer: FCI Lender Services Inc.

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