



PBM MORTGAGE

Escrow Hold-Back Agreement **(Property Seller to Complete Work)**

ATTN:

RE: Escrow Number:
 Loan Number:
 Borrower:

The above-named escrow holder (“Escrow Holder”) is hereby authorized and directed to withhold the sum of \$_____ (an amount equal to one and one-half times the cost of completion of the improvements or repairs described below) (the “Completion Funds”) from the above-named Property Seller’s (“Property Seller”) proceeds in the above-entitled transaction for Property Seller’s completion of the following described improvements or repairs in the above escrow: (describe and itemize improvements).

The party or parties performing the improvements or repairs on behalf of Property Seller’s shall be licensed contractors subject to approval by PBM and/or its assignees. Such approval shall not be unreasonably withheld. Property Seller at its/his/her sole expense shall obtain all required governmental permits and licenses for the improvements or repairs prior to commencement of construction. Property Seller agrees to have all improvements or repairs completed within _____ days from close of escrow relating to the purchase transaction (the “Completion Date”) unless otherwise extended in writing by PBM and/or its assignees.

Upon receipt by PBM and/or its assignees of a copy of the certificate of completion (Form 442) relating to the subject property by an approved inspector, PBM and/or assignees will instruct Escrow Holder to release the Completion Funds, less Escrow Holder’s charges for these services to Property Seller.

If the improvements or repairs are not completed by the Completion Date, PBM and/or assignees may contract for the work to be completed and utilize up to all of the Completion Funds held by Escrow Holder for such purpose. The above-named borrower (“Borrower”) and Property Seller hereby agrees to cooperate with PBM and/or assignees, and any builders, contractors or other agents employed by either of them, in

connection with the completion of the improvements and/or repairs described above. Property Seller acknowledges and agrees that if Property Seller fails to have the improvements or repairs completed by the completion Date, as such date may be extended in writing by PBM MORTGAGE and/or its assignees, effective immediately thereupon Property Seller shall be deemed to have assigned all of his/her rights and interests in and to the Completion Funds to PBM and/or its assignees. Property Seller further agrees to indemnify, defend and hold PBM and/or its assignees harmless from all claims and liabilities related to the repairs and improvements, whether performed by or on behalf of Property Seller or otherwise.

Borrower and Property Seller acknowledges and agrees that PBM and/or assignees and Escrow Holder are merely facilitating the disbursement of funds to effect necessary repairs or improvements to the property, and shall not be held liable in the event of a disagreement between Borrower and Property Seller regarding this Agreement or any such repairs or improvements. If any action be brought by Borrower or any other matter which may involve PBM and/or its assignees or Escrow Holder, Borrower, and Property Seller shall jointly and severally reimburse PBM and/or its assignees and Escrow Holder for any legal fees and costs that any of them may incur in connection therewith.

Each of Borrower, Property Seller and Escrow Holder acknowledges and agrees that PBM MORTGAGE may assign its rights and obligations under this Escrow Hold-Back Agreement, including without limitation, its rights in and to the Completion Funds, without notice to or consent by either Borrower or Property Seller. PBM agrees to notify Escrow Holder of any such assignment.

Should you have any questions, please contact _____ at () _____.

Acknowledged and accepted this _____ day of _____ 20_____.

Borrower

Borrower

**PROVIDENT BANK MORTGAGE
(PBM)**

ESCROW HOLDER

By:_____

By:_____