



STRICT JOINT ORDER ESCROW AGREEMENT

Date: _____

Escrow No.: _____

The accompanying _____

are deposited with the Fidelity National Title Insurance Company as Escrow Agent to be delivered by it only upon the joint order of the undersigned or their respective legal representatives or assigns.

Fidelity National Title Insurance Company as Escrow Agent is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the parties hereto, or by any other person or corporation, but the said Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said Escrow Agent obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated, in the case of any suit or proceeding regarding this agreement to which said Escrow Agent is or may be at any time a part it shall have a lien on the contents hereof for any and all costs, attorneys' and solicitors' fees, whether such attorneys or solicitors shall be regularly retained or specially employed and other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit and the undersigned jointly and severally agree to pay to said Escrow Agent upon demand all such costs, fees and expenses so incurred.

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Agent or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Agent or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Agent or its affiliates, and Escrow Agent of its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY: You have the opportunity to earn interest on your escrowed funds by requesting Escrow Agent to set up an interest bearing account on your behalf. Escrow Agent will inform you of any fees it will charge to establish the account. Interest earned is dependent upon the amount of the deposit, the time of deposit and the prevailing interest rate at the time. Any direction to Escrow Agent for such investment shall be express in writing and contain the consent of all other parties to this escrow.

Except as to deposits of funds for which Escrow Agent has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Agent shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrow Agent may commingle such deposits with other deposits or with its own funds and may use any part of all such funds for its own benefit without obligation to any party for interest or earning derived hereby, if any, provided, however, nothing herein shall diminish Escrow Agent's obligation to apply the full amount of the deposits in accordance with the terms of this agreement.

In the event the Escrow Agent is requested to invest deposits hereunder, Fidelity National Title Insurance Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Escrow Agreement.

In no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the process or order of a court as aforesaid.

Escrow fee is to be charged to: _____

PURCHASER:

Signed: _____

Address: _____

SELLER:

Signed: _____

Address: _____

Accepted: Fidelity National Title Insurance Company, Escrow Agent

By: _____