

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into this _____ day of _____, 2004 by and among _____ having _____ as _____ a _____ mailing _____ address: _____ (hereinafter referred to as "Seller"); _____ having _____ as _____ a _____ mailing _____ address: _____ (hereinafter referred to as "Purchaser"); and INVESTORS TITLE INSURANCE COMPANY, a North Carolina corporation having as a mailing address: 121 North Columbia Street, Chapel Hill, North Carolina 27514, Attention: Tonya Mason (hereinafter referred to as "Escrow Agent").

WITNESSETH

WHEREAS, Seller and Purchaser have entered into that certain Contract for the Sale and Purchase of Real Property having an Effective Date of _____, as to certain real property (hereinafter referred to as the "Property") situated in _____ County, in the State of _____ (hereinafter referred to as the "Sales Contract"); and

WHEREAS, Seller and Purchaser have agreed and are desirous and willing that the closing of the transaction contemplated by the Sales Contract take place in accordance with the terms and provisions of this Agreement.

WHEREAS, pursuant to paragraph _____ of the Sales Contract, Buyer and Seller have appointed Investors Title Insurance Company to hold earnest money in the amount of \$_____, which sum will be held in accordance with the terms of this Agreement and the Sales Contract.

NOW, THEREFORE, in furtherance of the transaction contemplated hereby and for and in consideration of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) cash paid in hand to Escrow Agent and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Seller and Purchaser hereby designate, constitute and appoint Investors Title Insurance Company as the "Escrow Agent" under this Agreement to hold earnest money in the amount of \$_____, and Investors Title Insurance Company accepts such designation and appointment and agrees to act in accordance with the terms of this Agreement and the Sales Contract. It is hereby expressly understood and agreed that in the event a conflict should arise as between the terms of this Agreement and those of the Sales Contract, the terms of this Agreement shall control. Seller and Purchaser agree (a) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages shall arise out of the willful default or gross negligence of Escrow Agent or its agents, (b) that no releases or disbursements shall be made hereunder except

upon consistent written instructions from both Seller and Purchaser or their successors or assigns; and (c) that in the event of a dispute hereunder between Seller and Purchaser (or their successors or assigns), Escrow Agent shall have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the closing documents and funds held by Escrow Agent, together with any such legal pleadings as it deems appropriate. Escrow Agent shall be indemnified, saved and held harmless by the Seller and Purchaser for all of its expenses, costs and reasonable attorneys fees incurred in connection with said interpleader action.

2. Upon receipt of consistent written instructions from both Seller and Purchaser, or their respective counsel, then Escrow Agent shall disburse the funds held in escrow in accordance with the written instructions signed by both Purchaser and Seller, or their respective counsel. Said written instructions may be given in duplicate counterparts and by facsimile. Escrow Agent shall have the right to deduct Escrow Agent's unpaid fee and any costs Escrow Agent has incurred for overnight delivery charges or wire transfer fees from the funds held prior to disbursement.

3. All checks, money orders or drafts deposited with Escrow Agent under this Agreement will be processed for collection in the normal course of business. Escrow Agent will not commingle funds received by it in escrow with funds of others and shall deposit such funds in a separate escrow account with a federally insured Bank. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund.

4. Escrow Agent shall not be liable for any loss or damage resulting from the following:

(a) Any default, error, action or omission of any other party.

(b) The expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business.

(c) Any loss or impairment of funds while on deposit with a federally insured Bank resulting from failure, insolvency or suspension of such institution.

(d) Escrow Agent complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

5. Escrow Agent shall be entitled to rely upon the instructions and other matters covered thereby, and shall not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements of information presented therein.

6. The terms and provisions of this Agreement are for the benefit of Seller, Purchaser and Escrow Agent and their respective successors and assigns only. Nothing contained herein shall be deemed or construed to inure to the benefit of any other person or party, it being the express intent of Seller, Purchaser and Escrow Agent that no such person or party shall be entitled to any of the

benefits hereof, except as herein expressly provided.

7. Time is of the essence of this Agreement.

8. This Agreement is intended as a contract under the laws of the State of North Carolina and shall be governed thereby and construed in accordance therewith.

9. This Agreement may be executed by facsimile signatures, which for all purposes shall be deemed to constitute originals. This Agreement may be executed in counterparts, all of which when taken together shall be deemed one original.

10. Any interest earned on the funds held in escrow shall accrue to the benefit of _____, whose tax identification number is _____, and said beneficiary authorizes Escrow Agent to sign any necessary signature cards on its behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day, month and year first above written.

SELLER:

By: _____
Name:
Title:
Tax I.D. No.:

PURCHASER:

By: _____
Name:
Title:
Tax I.D. No.:

ESCROW AGENT:

Investors Title Insurance Company, a North Carolina corporation

By: _____
Name:
Title:
Date: