

TERMS OF ESCROW

Kirsh Title Services, Inc. ("Escrow Agent") will hold and disburse the escrow funds in accordance with the terms of the buyer's purchase contract; provided, however, that in the event of a conflict between the terms of the purchase contract and these Terms of Escrow, these Terms of Escrow shall control. Escrow Agent will hold the escrow funds in an escrow account. No interest shall be paid on the escrow funds. Prior to disbursing all or any part of the escrow funds, Escrow Agent may (but is not required to) require written consent from buyer or seller or both. If a good faith dispute arises between buyer and seller concerning the disposition of the escrow funds, Escrow Agent may pay the escrow funds (or any portion not in dispute) to a court of competent jurisdiction for judicial resolution. Escrow Agent is obligated to act in good faith and shall not be liable to any of the parties for any act or omission on its part unless taken or suffered in bad faith or involving gross negligence.

Escrow Agent may rely on any documentation submitted by either party, or their agents, and may deem any such documentation as genuine, without the need for independent verification. Escrow Agent may accept a fax as an original.

In the event of a dispute under this Escrow Agreement or the purchase contract, buyer and seller shall be jointly and severally liable for all expenses, including attorneys' fees, incurred by Escrow Agent. Without limiting the foregoing, Escrow Agent may deduct from the escrow funds any costs or expenses incurred by Escrow Agent in connection with holding the escrow funds or discharging its obligations hereunder, specifically including without limitation court costs and reasonable attorneys fees.