Escrow Agreement

This escrow agreement entered into this day of , 20\_\_ , between (hereafter referred to as ) and (hereafter referred to as ) and (hereafter referred to as the escrow agent);

WHEREAS a certain dispute has arisen between the parties and they wish to have certain money paid into escrow to be held by the escrow agent in an interest bearing account all for the benefit of the substantially prevailing party herein.

IN CONSIDERATION of the foregoing and the parties acknowledging the sufficiency and receipt of other good and valuable consideration, they hereby agree as follows:

1. The sum of $ is to be paid by to the escrow agent on or before the day of , 20\_\_.

2. The escrow agent is to hold the funds in escrow in an interest bearing account until such time as he receives the following:

A. An agreement signed by both parties directing the escrow agent as to how to disburse the sum; or

B. A court order or arbitration order directing how the escrow funds are to be distributed.

3. The escrow agent is signing this agreement solely in his capacity as escrow agent. The parties acknowledge that he has no liability to either party with the exception of dutifully performing the tasks set forth in this escrow agreement.

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Date

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Date

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Date Escrow Agent