REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT **(the "Agreement")** is made and entered into as of the 6th day of November, 2025, (the "Effective Date"), being the date upon which the last party signs the Agreement, by and between **Madison County, Mississippi,** ("Buyer"), and **Madison 51 Development, LLC,** a Mississippi limited liability company ("Seller").

WITNESSETH:

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell the Property (as hereinafter defined) upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Property to be Sold. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property. As used herein, the term "Property" shall mean and include:

(i) That certain parcel of improved real property described as 3.74 acres located in Section 20, T-7-N, R-2-E, of Madison County, Mississippi, and more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof, together with any and all easements, hereditaments and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto (collectively, the "Land").

(ii) All buildings, structures and other improvements, if any, located upon the Land, (the "Improvements").

(iii) All of the fixtures, machinery, equipment, tenant security deposits and other items of personal property, if any, owned by Seller and situated on or about, and used in connection with, the Land and/or Improvements (the "Personal Property").

(iv) Seller's interest as Lessor, if any, in any lease of space within or concerning the Improvements to tenants, together with each and every amendment or modification thereto (individually, a "Lease" and collectively, the "Leases").

(v) All contracts, agreements and instruments relating to, or concerning the provision of services to or in respect of, the Land, Improvements, Personal Property or any other element of the Property that will not be terminated at or before Closing ("Service Contracts").

(vi) All of Seller rights, title and interest, if any, in and to all transferable warranties and guaranties, express or implied, related to any of the Property (as defined below) (the "Warranties") from any contracts, contractors, subcontractors, materialmen, suppliers or vendors.

(vii) Any and all site plans, surveys, soil and substrata studies, plans and specifications, engineering plans and studies, landscape plans, environmental site assessments and/or reports and any other plans or studies of any kind (the "Plans and Studies"), if any, in the possession or control of Seller that relate to the Property.

(viii) All rights, title and interest of Seller, if any, in and to any easements, rights-of-way, privileges, licenses or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on or across, in front of, abutting or adjoining, the Land;

and all right, title and interest of Seller, if any, in and to any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade of any such highway, street, road or avenue (collectively, the "Easements and Awards").

(ix) To the extent assignable, all right, title and interest of Seller in and to all licenses, permits, drawings, specifications used in or associated exclusively with the Property (the "Licenses and Permits").

(x) **Architectural Review Approval:** It is the intent of the parties that the Seller's improvements on the subject property compliment the surrounding area and future development. Purchaser's obligation to purchase the Property under this Contract is contingent upon Seller approval of Purchaser's intended improvements ("Purchaser's Plans"). Seller is the owner/developer of the Commercial development where the subject property lies and Seller requires its review and written approval of such improvement plans prior to construction. If approval cannot be made prior to closing, said approval shall become a deed restriction on the property for a period of five (5) years after closing. Said approval of Seller will not be unreasonably withheld and any submission of Buyer shall be acted upon within fifteen (15) days of delivery to Seller, or be deemed approved.

(xi) **Perpetual Easement from Cobblestone Drive:** The Property shall be conveyed subject to, and/or together with Seller reserving, a perpetual, non-exclusive easement for ingress and egress (the "Access Easement") benefiting the Property over and across the proposed and/or existing entrance road connecting the Property to Cobblestone Drive and connecting remainder of Sellers development to that same ingress egress road. It is the intent of parties that there be access road through the property for the benefit of the entire development which will eventually be dedicated as public. The specific legal description, location, and maintenance obligations for the Access Easement to be provided at closing.

(xii) **Developer's Obligations for Road Construction and Maintenance**

If and when Seller develops the remaining property adjacent to the subject property, Seller, in its capacity as the developer, covenants and agrees to construct, at its sole cost and expense, the public road(s) within the development providing access up to the boundary lines of the subject Property (the "Roads"). Construction of the Roads shall be completed in a good and workmanlike manner and in substantial compliance with the approved Plat and any applicable municipal or county standards.

Seller shall be responsible for the maintenance and repair of these future roads until such time as the responsibility for such maintenance is formally transferred to and accepted by the City of Madison ("City").

Seller expressly reserves for itself, its successors, and assigns, the right to extend, modify, and connect the Roads to other roads or to provide access to adjacent lands as Seller deems necessary for the present or future development of the subdivision or adjoining properties.

(xiii) **Buyer's responsibility to the Development**

The parties agree that buyer will not be obligated to belong to any commercial development association that may be formed in the future, however, Buyer agrees to maintain its entrance and property in an aesthetically pleasing manner to complement the future development.

Buyer will further be responsible for constructing the road from Cobblestone Drive to the edge of the subject property as shown on that survey (noted in red on Exhibit A also) attached hereto as Exhibit B.

Section 2. Purchase Price.

(a) Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer for all of the Property shall be $7.00 per square foot based upon the survey of the subject property attached hereto as Exhibit "A" or revisions thereto and adjusted pursuant to subsections (c) - (d), below.

(b) Earnest Money. Within one (1) day following execution of this Agreement by both Buyer and Seller, Buyer shall deposit with closing agent (hereinafter referred to as the "Escrow Agent") the sum of Five Thousand Dollars ($5,000.00) as the initial nonrefundable earnest money deposit under this Agreement, said deposit together with all interest earned thereon is herein referred to as the "Earnest Money" subject to the terms and provisions of the "Conditions of Escrow", if any, of Title Insurance Company, attached hereto and made a part hereof. All Earnest Money deposits shall be placed into an escrow account subject to the Escrow Conditions attached hereto and disbursed only pursuant to the terms and provisions of this Agreement. Earnest money is subject to refund pursuant to 4b below only.

(c) Payment of Purchase Price. The Purchase Price shall be paid to Seller at Closing by federal wire transfer. Escrow Agent shall pay the Earnest Money to Seller at Closing, and Buyer shall deliver the balance of the Purchase Price to Seller at Closing.

(d) Prorations. It is further understood and agreed that the Purchase Price shall be adjusted by the following prorations such that, except as otherwise specified, Buyer shall bear Property expense for the date of Closing and receive Property revenue for the date of Closing:

(i) All taxes and other similar charges which have or may by the passage of time become a lien upon the Property or any part thereof for the year of Closing shall be prorated at and as of the Closing. The proration of current ad valorem real estate taxes shall be based on the most recent tax bill and shall be subject to further adjustment within thirty (30) days following receipt of the bill for the real estate taxes to be paid (without regard to appeal rights) in the year of Closing.

(ii) Intentionally Omitted.

(iii) In the event that the cash portion of the Purchase Price is not made available to the Escrow Agent on or before 2:00 p.m. Central Standard time on the Closing Date, Seller shall have the option to require re-proration such that Buyer bears Property expenses for the Closing Date, and Seller continues to receive Property revenue for the Closing Date.

(vi) Buyer is tax exempt. No re-proration of taxes or of other Closing adjustments shall be required post-Closing unless (i) the re-proration would affect either Buyer or Seller by more than One Thousand Dollars ($1,000.00) in net amount and (ii) the claim for adjustment is made in writing prior to the later of December 31, 2025 or thirty (30) days following receipt of the bill for the real estate taxes to be paid (without regard to appeal rights) in the year of Closing.

Section 3. Title and Survey. Seller shall deliver, to Buyer, copies of all existing surveys, plats, maps or plans of the Property in the possession of Seller to the best of Seller's knowledge and belief. Seller shall provide Buyer with a commitment (the "Title Commitment") for owner's and lender's policies of title insurance (the "Title Policy"), on the standard form of owner's policy (ALTA Form B-2006), to be issued by a reputable Title Insurance Company through its agent (the "Title Company") in the amount of the total aggregate Purchase Price. Within the same period of time, Buyer may have the Property surveyed at Buyer's expense. Prior to the end of the Inspection Period, Buyer shall advise Seller of any title or survey matters which are objectionable to Buyer in Buyer's reasonable discretion. Seller shall have ten (10) days from receipt of such objections to either remove or cure such objectionable items to Buyer's satisfaction or to notify Buyer that Seller will not remove or cure such objectionable items. Seller shall have no obligation to cure or remove any title exceptions, except those caused by Seller which arise by reason of acts or events occurring after the date of this Agreement. In the event Seller fails to so cure or remove such objectionable items to Buyer's satisfaction or to otherwise satisfy Buyer that it will do so by Closing, Buyer shall have as its sole remedy the right to terminate its obligation to purchase the Property under this Agreement and receive back the Earnest Money (less the Non-Refundable Earnest Money, which shall be paid to Seller). Exceptions to title which are accepted by Buyer shall hereinafter be referred to as "Permitted Exceptions." The "Permitted Exceptions" shall include all matters set forth on **Exhibit C** attached hereto in any event.

Section 4. Inspections

(a) Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Buyer shall have a period extending from the Effective Date of this Agreement for a period of thirty (30) days (the "Inspection Period") in which to inspect the Property and evaluate the local market. Prior to the end of the Inspection Period and notwithstanding anything to the contrary contained in this Agreement, Buyer may terminate its obligation to purchase the Property under this Agreement for any or no reason by giving written notice to Seller and Escrow Agent of such termination at any time prior to the end of the Inspection Period. All Earnest Money shall become non-refundable after the end of the Inspection Period except as otherwise provided in this Agreement.

(b) In the event Buyer terminates its obligation to purchase the Property under this Agreement prior to the end of the Inspection Period, the Earnest Money shall be returned to Buyer after deducting therefrom one-half (1/2) of Escrow Agents escrow fees, the other one-half to be paid by Seller.

Section 5. Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

(a) As of the date hereof, the Property is subject to no outstanding commissions respecting the rental or lease of any apartments at the Property and there will be none at Closing.

(b) There is no pending or, to the best of Seller's knowledge, threatened condemnation, eminent domain or similar proceedings affecting the Property or any portion thereof.

(c) As used herein, the term "Hazardous Substances" shall mean and include any petroleum products, asbestos, polychlorinated biphenyls, radioactive materials, pollutants, effluents, contaminants, emissions and/or other materials which are regulated or controlled by any federal, state or local laws relating to the environment or environmental conditions. Seller has no actual knowledge of and has not received any notice of any claims by any governmental agency that the Property contains Hazardous Substances in violation of applicable state or federal statutes or regulations.

(d) Intentionally Omitted.

(e) Except as disclosed in the Project Reports, if any, to the best of the Seller's knowledge and belief, there are no fuel storage tanks located on the Property, either above or below ground.

(f) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

At the Closing, Seller shall reaffirm the warranties and representations in this Section 5, subject to disclosure of any changes in facts or circumstances which may have occurred since the date of this Agreement. These warranties and representations, as updated by the Seller's certificate delivered at Closing, shall survive Closing for a period of 180 days. The representations of Seller in this Agreement are made, and will be made at Closing, to the best of the knowledge of Seller. No claim for liability shall be asserted against Seller unless the aggregate amount of all such claims shall exceed $10,000.00. The "knowledge of the Seller" refers to the actual knowledge the members and manager of Madison 51 Development, LLC, and statements as to notices received refer to such notices as are known the members and manager of Madison 51 Development, LLC in their capacity as owners of the Property. The foregoing limitations with respect to inaccuracy in any representation or warranty shall have no application to actual fraud by Seller or the title warranties in Seller's deed delivered at Closing or Seller's obligations with respect to real estate commissions and the $5,000.00 minimum amount shall not apply to post-Closing adjustments of prorations pursuant to Section 2 above.

Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's limited warranty of title to be set forth in the deed), zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws, the accuracy or completeness of the Property documents or any other information provided by or on behalf of Seller to Buyer, or any other matter or thing regarding the Improvements on the Property. Buyer acknowledges and agrees that upon Closing Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, with all faults", except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement.

EXCEPT AS STATED IN THIS SECTION 5 AND THE TITLE WARRANTY IN THE DEED TO BE DELIVERED AT CLOSING, SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING, ALL WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PROPERTY BEING SOLD ON AN "AS IS", BASIS.

Section 6. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date, subject only to the Permitted Exceptions.

Section 8. Closing.

(a) Provided that all conditions set forth in this Agreement are fully satisfied or performed, the closing ("Closing") shall take place at the offices of Home-Land Title, 511 Keywood Circle, Flowood, Mississippi 29232, or by escrow through the Title Company on or before thirty (30) days from the end of the Inspection Period (the "Closing Date") or such other time and place agreed upon by the parties. The parties need not be physically present at the Closing, and Closing may occur electronically or by mail. Buyer and Seller shall cooperate to pre-approve or pre-execute Closing documents and agree on the prorations in order that the cash portion of the purchase price shall be available to the Escrow Agent by wire transfer on or before 2:00 p.m. Central Standard Time on the Closing Date.

Buyer shall be entitled to obtain up to two (2) extensions of the closing date, of fifteen (15) days each upon paying an additional Ten Thousand Dollars ($10,000.00) of non-refundable Earnest Money for each such extension. The additional Earnest Money shall be nonrefundable and apply to the Purchase Price.

(b) Seller and Buyer shall at Closing respectively execute and/or deliver the following documents:

(i) a Warranty deed conveying good, marketable fee simple title to the Property warranting title against all matters arising, by, through or under Seller, and no others, subject to the Permitted Exceptions (Seller);

(ii) a certificate reaffirming the warranties and representations in Section 5, subject to disclosure of any changes in facts or circumstances which may have occurred since the date of this Agreement (Seller);

(iii) an owner's affidavit on the title company's standard Mississippi form for conveyance warranting title against all matters arising, by, through or under Seller, and no others, subject to the Permitted Exceptions (Seller);

(iv) a bill of sale conveying Seller's interest in the Personal Property "as is, where is, with all faults" without any warranty of merchantability or fitness for a particular use (Seller);

(v) Foreign Investment in Real Estate Tax Act affidavit (Seller);

(vi) a settlement statement (both parties).

(c) Buyer shall pay the per-page recording costs for recording of the deed. Buyer shall pay all costs of a new survey and the premium for any owner and lender title insurance that it acquires as well as required title updates. Seller shall pay for the cost of preparing the deed of conveyance and the recording costs of any corrective title documents. Each party shall pay its own attorneys' fees. Buyer shall pay any remaining cost of closing which are estimated at less than $2,500.00.

(d) Seller shall pay any brokerage commission to Seller's Broker pursuant to a separate agreement with Seller's Broker, if any. Other than Seller's Broker, Seller and Buyer each warrant to the other that no other broker or agent has been engaged by it in connection with the negotiation and/or consummation of this Agreement, and each hereby indemnifies and holds the other harmless from any and all claims of any other broker or agent so claiming through it.

Section 9. Default and Remedies.

(a) If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, Seller's remedies hereunder shall be limited to receipt all of the Earnest Money as liquidated damages (and not a penalty or forfeiture) for the failure of Closing to occur. The parties agree that this is a reasonable sum considering all of the circumstances existing on the date hereof, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated, and the anticipation that proving actual damages would be costly, impractical and extremely difficult.

(b) In the event of a default by Seller under the terms of this Agreement Buyer's remedies hereunder shall be either to (i) terminate its obligation to purchase the Property under this Agreement and receive a refund of the Earnest Money from Escrow Agent; or (ii) seek damages for breach of Seller's obligations under this Agreement.

Section 10. Condemnation or Destruction.

(a) Upon becoming aware of the same, Seller agrees to give Buyer immediate written notice of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of the Property or any portion thereof. Between the date of full execution of this Agreement and the Closing Date, any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain (i) of all or any part of the Land or the Improvements for which the award proposed is $250,000.00 or more or (ii) that would deprive the Property of public access shall, at Buyer's option, allow Buyer, by written notice to Seller, to be received within thirty (30) calendar days of Buyer's receiving Seller's notice of such threat, condemnation or taking, to elect to terminate its obligation to purchase the Property under this Agreement.

(b) If, prior to the Closing, all or any material part of the Property having an estimated cost to repair in excess of $250,000.00 is damaged or destroyed by any cause, Seller agrees to give Buyer immediate written notice of such occurrence and the nature and extent of such damage and destruction, and Buyer may elect, by written notice to Seller, to terminate its obligation to purchase the Property under this Agreement at any time within thirty (30) days of Buyer's receipt of such notice.

(c) If Buyer's obligation to purchase the Property under this Agreement is terminated as a result of the provisions of either (a) or (b) above, Buyer shall be entitled to receive a refund of the Earnest Money, less escrow fees, from Escrow Agent.

(d) If Buyer does not elect to terminate its obligation to purchase the Property under this Agreement following any notice of a threat of taking or taking by condemnation or notice of damage or destruction to the Property, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected, without any reduction in the Purchase Price. At the Closing, Seller shall assign, transfer and set over to Buyer all of

Seller's right, title and interest in and to any awards, payments or insurance proceeds for the property lost, damaged or destroyed after the date of this Agreement other than amounts paid with respect to such repairs as Seller may make prior to Closing.

Section 11. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U.S. registered or certified mail, return receipt requested, postage prepaid, or by confirmed facsimile transmission or by scanning and email to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

BUYER:	Madison County, Mississippi	With copy to:	
SELLER:	Madison 51 Development, LLC Josh Harkins 4 River Bend Pl, Ste. 110 Flowood, MS 39232 601-209-8448 joshharkins@bellsouth.net	With copy to:	

Any notice or other communication given as hereinabove provided shall be deemed effectively given or received on the date of delivery, if delivered by hand or if delivered by express delivery service, on the date indicated on the return receipt if mailed, or on the date of transmission, if sent by confirmed email transmission provided, however, that email notice after 4:00 p.m. central time will be deemed given and received on the next business day. If any notice mailed is properly addressed but returned for refusal of delivery, such notice shall be deemed to be effective notice and to be given on the date of mailing.

Section 12. Restriction on Assignment. (i) With written notice to Seller, Buyer may assign its rights to a single purpose entity owned by the principals of Buyer and (ii) with written notice to Buyer, Seller may assign its rights under this Agreement (A) at or before Closing to facilitate a tax-deferred exchange under the Internal Revenue Code and (B) its rights and obligations at Closing to its constituent member owners of the Property; otherwise assignment by Buyer or Seller requires the prior written consent of the other party to this Agreement, which consent will not unreasonably be withheld or delayed.

Section 13. Tax Deferred Exchange. In the event either party wishes to enter in a tax deferred exchange for the real property described herein, the other party agrees to cooperate in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same provided that (a) neither party shall be obligated to delay the Closing, (b) all additional costs in connection with the exchange should be borne by the party requesting cooperation in a tax deferred exchange, and (c) neither party shall be obligated to execute any note, contract, or other document providing for any personal liability or expense to it of any kind. Each party shall be indemnified and held harmless by the other against any liability which arises or is claimed to have arisen on account of its cooperation in connection with any such deferred exchange.

Section 14. Miscellaneous.

(a) This Agreement shall be construed and interpreted under the laws of the State of Mississippi. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns (provided that nothing contained herein shall permit any assignment by Buyer prohibited in Section 12). This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified except by a written instrument signed by Buyer and Seller. In the event any party commences any action or proceeding to enforce its rights hereunder, the prevailing party or parties in any such action shall be entitled to recover all of their costs and expenses, including reasonable attorneys fees, incurred in connection therewith from the non-prevailing party or parties, both in connection with the original action relating thereto and any and all appeals therefrom. (Both one who prosecutes a claim successfully and one who successfully defends against a claim will be deemed a "prevailing party" for the purposes of the preceding sentence.) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement and any amendments hereto may be executed by facsimile signature or scanned e-mail signature, all of which are adopted by the parties as being as effective as original "wet-ink" signatures. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER :	**BUYER:**
MADISON 51 DEVELOPMENT, LLC	**MADISON COUNTY, MISSISSIPPI**
DocuSigned by: Josh Harkins 84E6CAB32EE3430...	
By:____________	By: [signature]
Its: Owner/ Member	Its: Board President

Escrow Agent hereby agrees to hold the Earnest Money and disburse the same only in accordance with the terms and provisions of the foregoing Agreement and the attached Conditions of Escrow.

Escrow Agent:

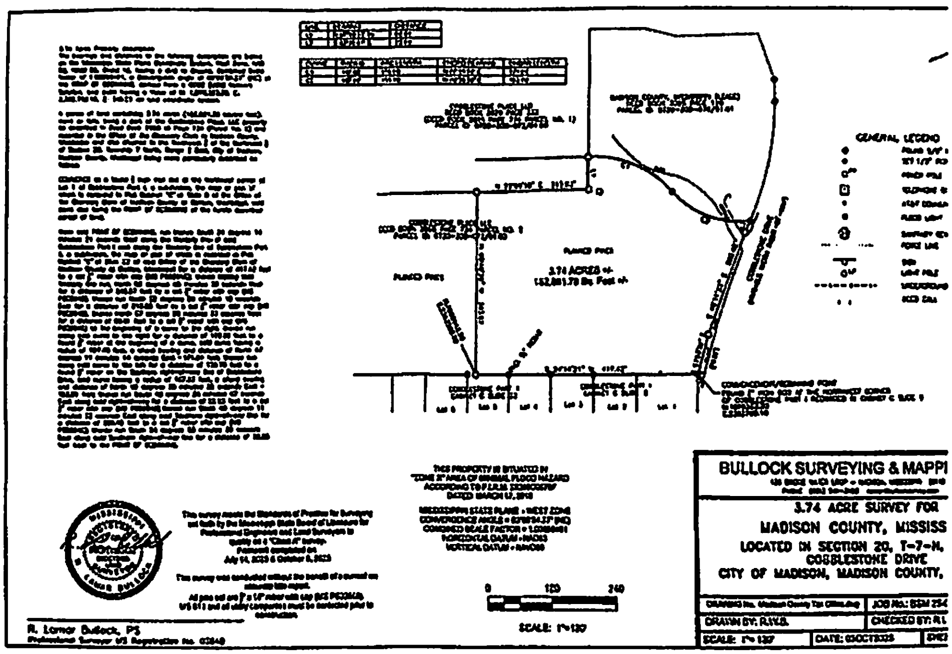
____

Title HQ, LLC

By: Justin Saffle, Esq.

Its: Coo

EXHIBIT A


BULLOCK SURVEYING & MAPPI
3.74 ACRE SURVEY FOR
MADISON COUNTY, MISSISS
LOCATED IN SECTION 20, T-7-N,
COBBLESTONE DRIVE
CITY OF MADISON, MADISON COUNTY,
R. Lamar Bullock, PS

Docusign Envelope ID: 198D7B82-12DB-4E0D-B479-EBC036DEB035

EXHIBIT B

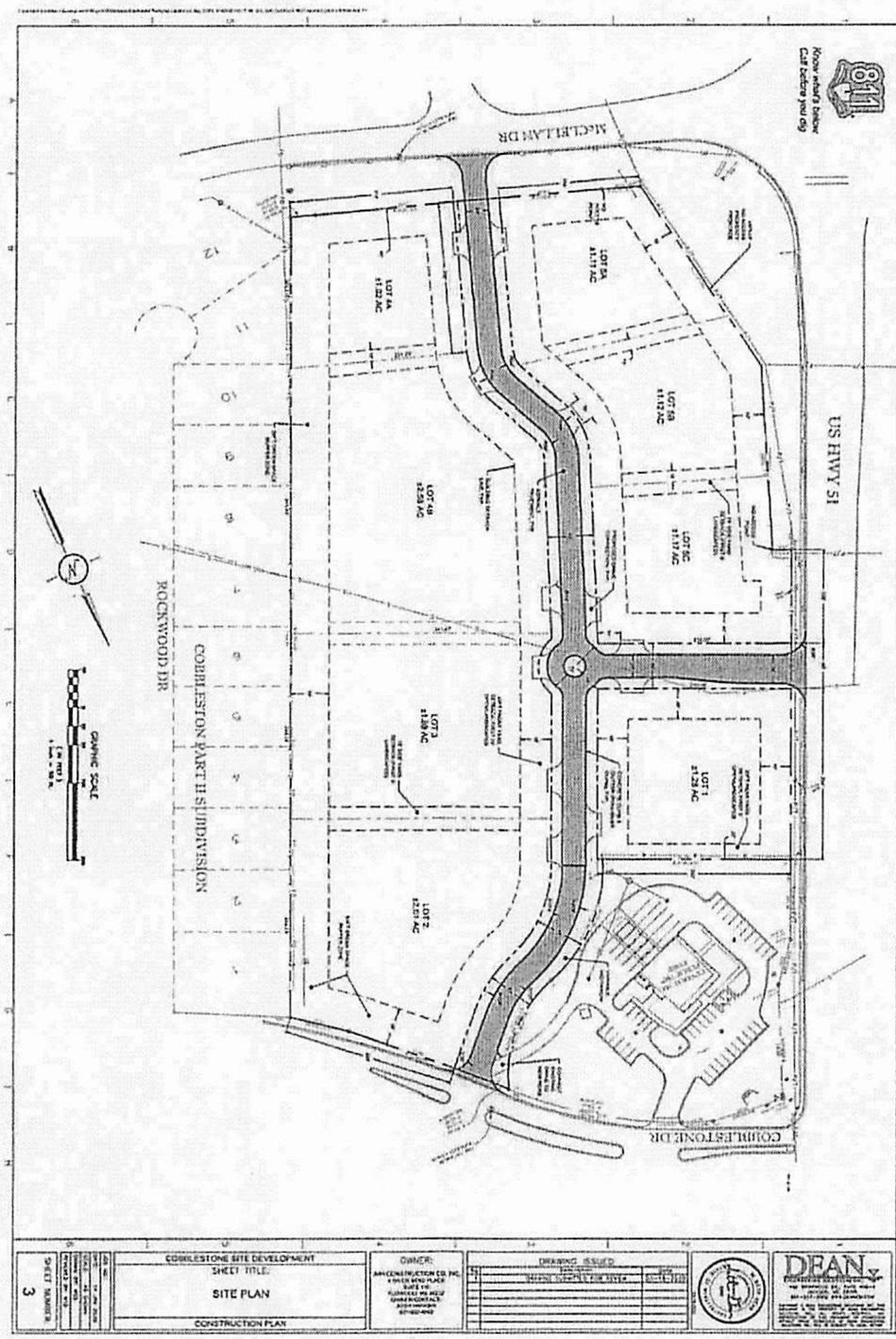


EXHIBIT C

PERMITTED EXCEPTIONS

1. Lien for ad valorem taxes not yet due and payable.

SCHEDULE ONE

DUE DILIGENCE DELIVERIES

1. Copy of most recent survey; if available

CONDITIONS OF ESCROW

1. All deposits of funds may be processed for collection in the normal course of business by escrow Agent, who may (i) commingle funds received by it with escrow funds of others in its regular escrow account, or (ii) at the direction of the depositing party place the funds in an interest bearing "money market" account, all accounts being at BankPlus, Brandon, Mississippi (hereafter the "Depository"). Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited.

2. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.

3. Escrow Agent shall not be liable for loss or damage resulting from:

a. any good faith act or forbearance of escrow agent;

b. any default, error, action or omission of any party other than Escrow Agent;

c. any defect in the title to any property unless such loss is covered under a policy of title insurance issued through the Escrow Agent;

d. the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;

e. the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;

f. Escrow Agent's compliance with all attachments, writs, orders, judgments or other legal process issued out of any court;

g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;

h. any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.

4. Escrow Agent shall be fully indemnified by the parties hereto for all its expenses, costs and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Depositor; or which may be filed against the Escrow Agent. Such costs, expenses of attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.

5. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold harmless Escrow Agent from said expenses, costs and fees so incurred.

6. The Escrow Agent's fees for acting as Escrow Agent are available upon request. These fees, which may be paid in advance or will be deducted from the account upon disbursement,

are the joint and several obligation of each party to any agreement, sales contract or other writing forming the basis for this escrow undertaking.