EARNEST MONEY ESCROW AGREEMENT

This Earnest Money Escrow Agreement (**"Escrow Agreement"**) is made and entered into as of _____, 20___, among _____ _____ ("**Seller"**), _____ (**"Buyer"**), and Chicago Title (**"Escrow Agent"**). This Escrow Agreement is executed pursuant to the terms of a certain Agreement to Purchase and Sale (the **"Purchase Agreement"**) between Seller and Buyer pertaining to the sale and purchase of certain real property and improvements located at _____ _____, (the **"Property"**).

The parties hereto hereby agree as follows:

1. Buyer shall deposit with Escrow Agent, pursuant to the terms of the Purchase Agreement and in conjunction with the execution of this Escrow Agreement, the sum of $_____ _____ (together with all interest earned thereon is referred to herein as the **"Earnest Money"**). If and when additional funds (the **"Additional Sum"**) are deposited with Escrow Agent pursuant to the Purchase Agreement, such Additional Sum shall become a part of the Earnest Money and be subject to all the terms and conditions of this Escrow Agreement.

2. Except as set forth in Paragraph 7 or Paragraph 8 below, the Earnest Money deposited herein shall be disbursed by Escrow Agent only pursuant to a joint written direction executed by Seller and Buyer or their respective legal representatives.

3. The Earnest Money deposited from time to time shall be invested as agreed in writing by Buyer and Seller with a copy to Escrow Agent.

4. Except for 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 Escrow Agent pursuant to this Escrow Agreement. Such funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account.

If the parties to this Escrow Agreement do not instruct Escrow Agent to deposit the funds into an interest bearing account, then all funds received in this escrow shall be deposited with other escrow funds in Escrow Agent's general escrow account.

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 or 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.

5. Seller and Buyer shall indemnify and hold harmless Escrow Agent with respect to all costs and expenses incurred by Escrow Agent including reasonable attorneys' fees by reason of Escrow Agent being a party to this Escrow Agreement, except any such costs and expenses (a) incurred by Escrow Agent as a result of any failure by Escrow Agent to perform its obligations under this Escrow Agreement or (b) arising out of the gross negligence or willful misconduct of Escrow Agent.

6. At the closing of the transaction contemplated by the Purchase Agreement, the Earnest Money shall be paid to Seller and credited against the cash portion of the Purchase Price (as defined in the Purchase Agreement).

7. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with, or for, any Earnest Money held pursuant to the terms of this Escrow Agreement, Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, Escrow Agent shall not deliver or disburse the Earnest Money, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrow Agent shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:

a. authorization executed by all parties to the disagreement; or

b. a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the Earnest Money

Upon receipt of any of the above, Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

8. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with the Earnest Money, Escrow Agent may commence an interpleader action and deposit the Earnest Money with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Buyer and Seller. Buyer and Seller shall jointly reimburse Escrow Agent for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrow Agent relating to the commencement of an interpleader action.

9. Upon Completion of the disbursement of the Earnest Money, Escrow Agent shall be released and discharged of its escrow obligations under this Escrow Agreement.

10. In the event of any conflict between this Escrow Agreement and the Purchase Agreement, as between Seller and Buyer, the Purchase Agreement shall govern; however, Escrow Agent shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

11. Any notice, demand or request, consent or approval (**"Notice"**) that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing to Seller, Buyer and Escrow Agent as follows:

If to Seller:

With a copy to:

If to Buyer:

With a copy to:

Escrow Agent: Chicago Title
20825 Swenson Drive, Suite 200
Waukesha, WI 53186
Attn: _____
Fax: 262-796-3888
Email: _____

Notices shall be either (i) personally delivered (including delivery by Federal Express, or other similar courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless the delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail or (iii) sent by facsimile, provided the sender of such facsimile has evidence that the facsimile was received by the address's machine, in which case they shall be deemed delivered on the date of receipt by the addressee's machine. Any party may by written notice to the other parties given as provided in this Escrow Agreement change its address for service of Notice.

12. Buyer shall pay any investment fee.

13. This Escrow Agreement may be executed in multiple counterparts, each of which shall constitute and original, and together shall constitute the Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

SELLER:

By:_____

Name:_____

Title:_____

Date:_____

BUYER:

By:_____

Name:_____

Title:_____

Date:_____

ESCROW AGENT: CHICAGO TITLE

By:_____

Name:_____

Title:_____

Date:_____