

- 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.
8. Escrow Agent shall not be liable for the sufficiency or correctness of the form, manner of execution or validity of any instrument that might be deposited into the escrow, nor as to the identity, authority or rights of any person executing the same, nor for failure to comply with any provisions of any agreement, contract or other instrument filed herein, and its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as Escrow Agent, and for the disposition of same in accordance with the written instructions as accepted by it in the escrow.
9. In the event conflicting demands are made or notices served upon the Escrow Agent with respect to this Escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do either or both of the following:
- (i) Withhold and stop all further proceedings in, and performance of this Escrow; or,
 - (ii) File a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, the Escrow Agent shall ipso facto be fully released and discharged from all obligations imposed upon it by this Agreement.

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 Deposit; or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.

10. 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 Escrow Agent harmless from said expenses, costs and fees so incurred.
11. Notwithstanding anything contained herein to the contrary, all controversies, issues, interpretation and other matters relating in any way to the escrow called for hereunder shall be interpreted and governed by the laws of the state of Mississippi.
12. In the event of any conflict between the terms and provisions of this Escrow Agreement and the terms and provisions of the purchase contract or any other agreement, the terms and provisions of this Escrow Agreement shall prevail.
13. Escrow Agent shall be fully indemnified by the other parties hereto and such parties shall hold Escrow Agent harmless from all damages, costs, claims and expenses arising from Escrow Agent's performance of its duties hereunder, including reasonable attorney's fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

AGREED TO this _____ day of _____, 20__.

BUYER

By: _____

ADDRESS: _____

Phone: _____

SELLER

By: _____

ADDRESS: _____

Phone: _____

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ESCROW AGENT

By: _____

Its: _____

ADDRESS:

124 One Madison Plaza, Ste 2100 (39110)

P. O. Box 2901

Madison, MS 39130-2901

Phone: 601-969-0222