

EXHIBIT "B"
First American Title Insurance Company

ESCROW AGREEMENT
(Monies)

DATE:

FILE NO.:

Gentlemen:

I/We hereby request you to retain in escrow the sum of \$_____ for the following purposes: In accordance with that certain Purchase and Sale Agreement by and between TERRAPOINTE LLC and

You are to hold said funds until presented with written authorization by Buyer and Seller to release said funds.

It is understood and agreed by the undersigned parties that you have no responsibility for the interpretation of these escrow instructions other than as set forth above. The above instructions may only be altered by duplicate written instructions to you.

It is expressly agreed and understood between the parties hereto that in the event of controversy involving the disbursement of the escrow monies, you are authorized to institute interpleader proceedings in the appropriate court of record for a judicial determination as to the proper distribution of said money and that expenses including attorney fees incurred by you in such instance shall be borne by the escrowed funds and the contesting parties, at no expense to you.

ESCROW AGREEMENT (Monies)

Page 2

In the event of controversy or litigation arising out of this transaction, which

- (1) results in any expense or attorney's fees to Escrow Agent, by virtue of such claim or default, controversy or litigation, or**
- (2) requires a declaratory judgment by a proper court as to the disbursement of said escrowed funds,**

Escrow Agent is hereby authorized to deduct such expense or attorney's fees out of the escrowed funds, and to pay any remaining balance over to the party entitled thereto as agreed upon by the parties, or as directed by a court of competent jurisdiction.

Seller and Purchaser hereby release and discharge Escrow Agent from all matters with respect to the subject matter hereof (except for negligence or intentional wrong doing) and agree to indemnify and hold Escrow Agent harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which in good faith, Escrow Agent may incur or sustain in connection with this Escrow Agreement, and without limiting the generality of the foregoing, Escrow Agent shall not incur any liability due to a delay in the electronic wire transfer of funds or with respect to any action taken or omitted in reliance upon any instrument, including any written notice or instructions provided for in the Contract or this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of the Contract or this Agreement.

Seller and Purchaser hereby certify that they are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply only to a maximum amount of \$100,000.00 for each individual depositor. Seller and Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller and Purchaser hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$100,000.00 and that the excess amount is not insured by the Federal Deposit Insurance Corporation.

ESCROW AGREEMENT (Monies)
Page 3

SELLER:
TERRAPOINTE LLC

By: _____
Its: *Authorized Representative*

BUYER:

By: _____
Its:

Individual Buyers:

_____ **(Sign)**
_____ **(Print)**

_____ **(Sign)**
_____ **(Print)**

First American Title Insurance Company hereby accepts this escrow and acknowledges receipt of the above funds.

BY: _____
Authorized Signatory

First American Title Insurance Company
25400 US Hwy 19 North, Suite 135
Clearwater, Florida 33763