

1. The shares subject to escrow shall include all those shares set forth in Exhibit "A" hereto and any stock dividend thereon that may be paid during the life of this Escrow Agreement and any stock or other security issued through, or by reason of, any stock split, consideration, reorganization or similar combination or subdivision, in substitution for or in lieu of any stock subject to this Escrow Agreement at this time.

2. The Shareholders and each of them will promptly deliver certificates of stock in the Company evidencing the number of shares set opposite their name in the attached Exhibit "A" for deposit pursuant to the terms hereof, and each Shareholder shall receive from the Escrow Agent a safekeeping receipt or other similar instrument which will show the name and address of the Shareholder, the number of shares he deposited and the certificate numbers.

3. The escrow period shall begin on the effective date of the Registration Certificate expected to be issued by the Director and shall terminate as herein provided. The shares of stock deposited in escrow, as set forth above, shall be held in such escrow until the earliest of one of the following dated:

(a) When the Company in any period of 36 consecutive months earns an average per annum of 6% of the public offering price times all shares of Common Stock of the Company then outstanding plus those to be outstanding through the exercise

of warrants or options as computed under normal and customary accounting procedures, at which time this Escrow shall terminate as hereinafter provided. Such earnings would include net income per share after payment of any income taxes owed by the Company for the 36 month period and would not take into consideration any extraordinary items of income such as credit for tax loss carry-forward. In computing such earnings, adjustments shall be made for any stock dividends, stock splits, share combinations or other similar combination or subdivision of the Common Stock of the Company and the earning of the Company will be proportionately increased or decreased, as the case may be, so as to offset any dilution to the Company's Common Stock caused by any such division or combination of shares.

(b) Upon order of the Director, when no circumstance is apparent which in the opinion of the Director would warrant continuation of the escrow.

4. For purposes of this Escrow Agreement, the Company shall be deemed to have satisfied the earnings requirements of Paragraph 3 (a) above at such time as an Independent Certified Public Accountant certifies a Profit and Loss Statement in which the required average 6% earnings per outstanding share (and those to be outstanding) in any continuous 36-month period are indicated; and upon receipt by the Escrow Agent and the Director of copies of such

Certified Profit and Loss Statement plus any other information required by the Director, the Director shall consent to, and the Escrow Agent shall proceed with, disbursement of the shares in escrow to the respective depositors thereof.

5. During the life of this Escrow Agreement, the Shareholders, and each of them, shall retain their rights to vote the respective shares deposited in escrow, in person, by proxy or otherwise.

6. During the life of this Escrow Agreement the Shareholders, and each of them, agree that the securities subject to escrow, or any interest therein, may not in any way be offered for sale, sold pledged, hypothecated, transferred, assigned or in any other manner disposed of (except by the law of inheritance or by will) by or for the account of any of the holders of such securities.

7. During the life of this Escrow Agreement the Shareholders, and each of them, agree that in the event of dissolution or liquidation of the Company, either voluntary or involuntary, their right to receive any dividends or distribution of assets in liquidation shall be subordinated and that no payments on liquidation shall be made on the escrowed shares until such time as the holders of the shares sold in the public offering shall have received an amount at least equal to the public offering price, adjusted for any subsequent stock dividend, splits or combinations.

The public offering price for purposes of this Escrow Agreement is

8. The Shareholders, and each of them, agree to pay any and all expenses incurred as a result of the escrow of these shares, to indemnify Escrow Agent against all claims arising out of this escrow other than those caused by Escrow Agent's own negligence and further agree that no part of such expenses shall be paid by the Company.

9. The _____, as Escrow Agent, agrees to administer this Escrow Agreement in strict compliance with all of the terms, conditions and instructions contained herein; the Company agrees to provide the bank with all information necessary to facilitate the administration of the Agreement. At such time as this Escrow Agreement shall have been terminated the securities deposited hereunder shall be immediately released by the Escrow Agent to the respective depositors, and upon delivery of the securities to the depositors, Escrow Agent shall be relieved of all liability hereunder.

The Company, the Shareholders and the Escrow Agent have entered into this Escrow Agreement on this _____ day of _____, 20_____ in multiple counterparts, each of which shall be considered an original.

(Shareholder)

(Shareholder)

Attest:

etc.

(Secretary)

(Company)

Attest:

By _____

(Officer)

(Escrow Agent)

By _____
(officer)

EXHIBIT "A" (To be attached)

SECURITIES TO BE ESCROWED

<u>Name of Stockholder</u>	-	<u>Certificate No.</u>	-	<u>Number of Shares</u>
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