



PARTICIPATION AGREEMENT

1. PARTIES

The parties to this agreement are
(Title insurer(s)), (Title Insurer(s)).
and

FeeSimpleHosting, Inc., a Delaware Corporation (FeeSimpleHosting),

2. GOVERNING DOCUMENTS

FeeSimpleHosting's laws, as they are referred to in this agreement, consist of its Certificate of Incorporation, Bylaws, Charter, and its duly adopted Rules and Regulations as the same may be amended from time to time. Terms defined in any FeeSimpleHosting law shall have the same meaning when used in any other FeeSimpleHosting law.

3. APPLICATION

Title Insurer is a title insurance company, licensed and in good standing in its state of domicile, and is therefore eligible to be a Participating Title Insurer, as that term is defined in the By Laws of FeeSimpleHosting, in the FeeSimpleHosting Prior Policy Center.

Title Insurer hereby applies for admittance to the FeeSimpleHosting Prior Policy Center as a Participating Title Insurer and agrees to abide, without reservation or limitation of any kind, by its Governing Documents as presently constituted or may be later amended.

4. LICENSED JURISDICTIONS

Title Insurer declares that it is licensed, authorized, and in good standing to issue title insurance policies in the jurisdictions listed on an addendum to this agreement titled "Licensed Jurisdictions," and seeks to post and retrieve from the Prior Policy Center policies insuring real estate in those jurisdictions. Title Insurer agrees to promptly notify FeeSimpleHosting should its authority to issue title insurance policies be extended to additional jurisdictions or terminated or suspended as to any jurisdiction.

5. ACCEPTANCE

FeeSimpleHosting accepts Title Insurer as a Participating Title Insurer, grants to it full and complete access to the Prior Policy Center, on the same basis and under the same rules as all other Participating Title Insurers, and extends to it all of the rights and privileges pertaining to Participating Title Insurers as they are established by its laws.

6. TERM

The term of this agreement is ten years, measured from the date of this agreement, and will be automatically renewed for successive ten year periods unless terminated earlier under the provisions for termination established in the FeeSimpleHosting Charter. As provided in the Charter, Title Insurer will have no right to terminate its participation for a period of five years from the date of this agreement.

8. SHARES OF COMMON STOCK

Title Insurer will be awarded Common Shares of FeeSimpleHosting, Inc. in accordance with the action titled 'Distribution of Common Shares' taken by the FeeSimpleHosting Board of Directors, a copy of which is attached to and made a part of this agreement.

9. ACHIEVEMENT OF MINIMUM PARTICIPATION

This Participation Agreement will not become effective, and neither party will have any rights, duties, or obligations under it, unless and until the Board of Directors of FeeSimpleHosting has adopted, and delivered a copy to the Title Insurer, a resolution certifying, first, that FeeSimpleHosting has entered into Participation Agreements with title insurers whose aggregate national market share equals or exceeds 80%, termed the Quorum, as measured in Premiums Written in fifty U.S. states and the District of Columbia for the Year 2000, as compiled by the American Land Title Association, and, second, that, capital in an amount deemed sufficient by the Board to build and operate the Prior Policy Center has been obtained.

Title Insurer

FeeSimpleHosting, Inc.

By _____

By _____

Its _____

Its _____

Executed:

Executed:

Date

Date