

ESCROW AGREEMENT

ESCROW AGREEMENT (this “Agreement”), dated as of this ___ day of [], 20____, by and among [] (“Buyer”), [] (“Seller”), and The Bryn Mawr Trust Company, a Pennsylvania banking corporation, as escrow agent (the “Escrow Agent”).

W I T N E S S E T H:

[WHEREAS, concurrently herewith, Buyer and Seller are entering into a [Stock Purchase Agreement/Asset Purchase Agreement (the “Purchase Agreement”)] pursuant to which Seller is selling to Buyer, and Buyer is purchasing from Seller, the Shares for the purchase price set forth therein (the “Purchase Price”)];

[WHEREAS, to secure the Indemnified Parties against Losses (as such terms are defined in the [Purchase Agreement]) for which they are entitled to indemnification, Seller and Buyer have agreed that \$[] of the Purchase Price (the “Retained Proceeds”) shall be deposited in escrow pursuant to the terms hereof];

WHEREAS, the Escrow Agent is willing to act as escrow agent pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the [Purchase Agreement].

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Escrow Agent. Seller and Buyer hereby appoint and designate the Escrow Agent as the escrow agent for the purposes set forth herein, and the Escrow Agent hereby agrees to serve as the escrow agent pursuant to the terms and conditions of this Agreement.

2. Establishment of the Escrow Account. The Escrow Agent shall establish and maintain, on behalf of Seller and Buyer, a non-interest bearing trust account (the “Escrow Account”) to which there shall be immediately credited and held amounts received by the Escrow Agent from the Buyer in accordance with Section 3(a) hereof as well as any earnings thereon from the investment and reinvestment referred to below in this Section 2 (collectively, the “Escrow Funds”). The Escrow Funds shall be applied and disbursed only as provided herein. The Escrow Agent shall segregate the Escrow Funds from its other funds held as an agent or in trust. The Escrow Agent shall invest and reinvest the funds on deposit in the Escrow Account in accordance with the written direction of [Buyer/Seller] in one of the Permitted Investments. For purposes of this Agreement, Permitted Investments means [] (the “Permitted Investments”). In the absence of such written direction, the Escrow Agent shall invest and

reinvest the funds held in the Escrow Account in []. The earnings realized from investments held in the Escrow Account shall be added to the Escrow Account and for tax reporting purposes, shall be considered the property of [Buyer or Seller]. The [Buyer and Seller] shall furnish the Escrow Agent upon execution of this Agreement, and as subsequently required, all appropriate U.S. tax forms and information in order for the Escrow Agent to comply with U.S. tax regulations. The Escrow Agent will not be liable for any losses resulting from any investment made in accordance with the terms of this Section 2(c). The Escrow Agent will have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. The Escrow Agent will not be liable for any loss incurred at such liquidation which is due to fluctuations in market rates, depreciation in the value of the investment or penalties incurred in connection with any such liquidation. In addition, the Escrow Agent shall not be responsible for assuring that the Escrow Funds are sufficient for the disbursements contemplated hereunder.

3. Deposits in the Escrow Account.

(a) Concurrently herewith, Buyer shall deliver the Retained Proceeds to the Escrow Agent for deposit in the Escrow Account. Such delivery shall be by wire transfer of immediately available funds to the following account (or to such other account as the Escrow Agent shall notify the Buyer in writing):

The Bryn Mawr Trust Company

ABA#: []

Account #: []

Ref: []

(b) The Escrow Agent shall provide monthly Escrow Account statements to Seller and Buyer.

4. Distribution of the Escrow Funds.

(a) If a party entitled to indemnification, (an “Indemnified Party”) suffers or incurs a Loss for which it is entitled to indemnification under the [Purchase Agreement], it shall give written notice in the form attached hereto as Exhibit A (the “Loss Notice”) to the indemnifying party (the “Indemnifying Party”) (with a copy to the Escrow Agent) advising the Indemnifying Party of such Loss (which Loss Notice shall set forth the amount of such Loss (the “Payment Amount”) and a brief description of the events giving rise to such Loss); provided, however, neither the delivery nor the failure to deliver a copy of the Loss Notice to the Escrow Agent will constitute an election of remedies or otherwise limit the Indemnified Party in any manner in the enforcement of any remedies that may be available to it.

(b) Within 15 days after the date of the Loss Notice (i) the Indemnifying Party shall give written notice to the Escrow Agent in the form attached hereto as Exhibit B (a “Payment

Instruction”) (with a copy to the Indemnified Party) to remit the Payment Amount to the Indemnified Party, or (ii) if the Indemnifying Party believes, in good faith, that the Indemnified Party is not entitled to all or a portion of the Payment Amount, it may deliver a written notice in the form attached hereto as Exhibit C (the “Indemnification Dispute Notice”) to the Indemnified Party (with a copy to the Escrow Agent) setting forth, in sufficient detail, the reason for its disagreement (as well as the amount in dispute). If, within such 15-day period, the Indemnifying Party fails to deliver an Indemnification Dispute Notice, (x) then the Loss Notice shall be deemed correct, and (y) if the Indemnifying Party failed to instruct the Escrow Agent to remit the full Payment Amount to the Indemnified Party within such 15-day period, then the Indemnified Party may send a Payment Instruction to the Escrow Agent to release the Payment Amount (or the portion thereof remaining unpaid) from the Escrow Account to the Indemnified Party. The Escrow Agent shall promptly comply with the Payment Instruction following its receipt thereof, or if the available Escrow Funds are insufficient to fund the Payment Amount in full, the Escrow Agent shall fund the Payment Amount to the extent of the available Escrow Funds and shall inform the Indemnified Party that no further funds available.

(c) If the Indemnifying Party delivers the Indemnification Dispute Notice before the expiration of such 15-day period, then the Indemnified Party and the Indemnifying Party shall attempt in good faith to resolve the stated disagreement(s) as soon as practicable. Upon receipt of such Indemnification Dispute Notice, the Escrow Agent shall set aside the disputed portion of the Payment Amount within the Escrow Account, to be held by the Escrow Agent until its distribution is determined by (i) the mutual agreement of the Indemnifying Party and the Indemnified Party, and a notice executed by such parties or their authorized representatives shall have been delivered to the Escrow Agent setting forth the resolution of such dispute, or (ii) a final, non-appealable order of a court of competent jurisdiction. The undisputed portion of the Payment Amount, if any, shall be paid by the Escrow Agent (in accordance with a Payment Instruction received from the Indemnifying Party) to the Indemnified Party before the expiration of such 15-day period (or within two business days of the Escrow Agent’s receipt of such Payment Instruction, whichever is later). If such payment of the undisputed portion is not made in full within the above-mentioned time period, then the Indemnified Party may send a Payment Instruction to the Escrow Agent to release such undisputed portion of the Payment Amount (or the portion thereof remaining unpaid) from the Escrow Account to the Indemnified Party. The Escrow Agent shall promptly comply with the Payment Instruction following its receipt thereof, or if the available Escrow Funds are insufficient to fund such unpaid amount in full, the Escrow Agent shall fund such amount to the extent of the available Escrow Funds and shall inform the Indemnified Party that no other funds are available.

(d) At the expiration of the [fifteen-month] period commencing on the date hereof (the “Escrow Period”), the Escrow Agent shall remit to Seller the then available Escrow Funds (i.e., the Retained Proceeds plus any earnings thereon from the investment and reinvestment as provided in Section 2, less all amounts disbursed therefrom or set aside therefrom as provided above). Such payments shall be made in accordance with a written instruction in the form of Exhibit D (the “Expiration Notice”) executed by Seller and provided to the Escrow Agent (and Buyer) at or after the expiration of the Escrow Period. The Escrow Agent shall promptly comply with the Payment Instruction following its receipt thereof, to the extent sufficient Escrow Funds are available. Any amounts set aside within the Escrow Account

(collectively, the “Disputed Amounts”) shall remain as such pending the determination of their distribution as provided in Section 4(c).

(e) Prior to making any distribution pursuant to this Section 4, the Escrow Agent shall receive wire instructions for the appropriate payee. The Escrow Agent shall have no responsibility for verifying any information contained in any notice or instruction delivered to it hereunder or for ensuring that any other party receives any notice given pursuant to this Section 4. The Escrow Agent shall be entitled to conclusively rely upon any instruction or notice provided to it pursuant to this Section 4.

Section 5. Escrow Agent Fees and Indemnification.

(a) The Buyer and Seller, jointly and severally, agree to pay the Escrow Agent its compensation for its services as Escrow Agent hereunder, and to reimburse the Escrow Agent for all costs, fees and expenses incurred by the Escrow Agent in the performance of its duties hereunder, including the reasonable costs, fees and expenses of the Escrow Agent’s counsel all as set forth in the fee schedule attached hereto as Exhibit E.

(b) The Buyer and Seller, jointly and severally, will reimburse and indemnify the Escrow Agent for, and hold it harmless against, any loss, liability, claim, cost, damage or expense, including but not limited to the fees and expenses of Escrow Agent’s counsel, incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in conjunction with its acceptance of, or the performance of its duties and obligations under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising out of or relating to this Agreement. The Buyer and the Seller, jointly and severally, agree to indemnify the Escrow Agent for any transfer or other taxes the Escrow Agent is obligated to pay on behalf of Buyer or Seller, respectively, in connection with this Agreement. Any payments of income from the Escrow Funds shall be subject to withholding regulations then in force with respect to U.S. taxes. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of the Escrow Funds and is not responsible for any other tax reporting.

(c) The Escrow Agent shall have a lien upon the assets (and all earnings thereon or additions thereto) held in the Escrow Account for any costs, expenses, fees or indemnification obligations that may arise under this Agreement that are not timely paid in full to the Escrow Agent (“Owed Amounts”). The Escrow Agent shall be entitled to debit and retain that portion of the Escrow Funds equal to such Owed Amounts, until all such Owed Amounts have been paid in full. If property or securities are held in the Escrow Account, the Escrow Agent shall be entitled to sell, convey or otherwise dispose of such property or securities for such purpose.

(d) The terms and obligations of this Section 5 shall survive the termination of this Agreement, the payment of all amounts hereunder and the resignation or removal of the Escrow Agent.

Section 6. Rights and Duties of Escrow Agent. Acceptance by the Escrow Agent of its

duties under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control the rights and duties of the Escrow Agent.

(a) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in this Agreement, no duties, obligations or responsibilities shall be inferred or implied against the Escrow Agent and any permissive rights of the Escrow Agent hereunder shall not be construed as duties. The Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any agreement or arrangement by the Buyer or Seller. The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Agreement may arise, including, but not limited to, the [Purchase Agreement]. The Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. The Escrow Agent shall not be bound by any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto. This Agreement shall not be deemed to create a fiduciary relationship between the parties hereto under state or federal law.

(b) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Agreement or of any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Agreement.

(c) The Escrow Agent may execute or perform any duties under this Agreement either directly or through agents, designees, nominees, attorneys, subagents or subcustodians and shall not be responsible for the actions of any such party appointed with due care.

(d) The Escrow Agent may request that the Buyer and Seller deliver a certificate setting forth the names of individuals and or titles of officers authorized at such time to take specific actions pursuant to this Agreement and shall be entitled to rely upon such certificate until a new certificate is delivered to Escrow Agent. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire or investigate the validity, accuracy or content of any such document.

(e) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross

negligence or willful misconduct.

(f) The Escrow Agent may seek the advice of legal counsel (at the joint and several expense of the Buyer and Seller) in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(g) The parties hereto agree that should any dispute arise with respect to the payment, ownership or right of possession of the Escrow Account, or if the Escrow Agent is uncertain as to its rights or duties hereunder, the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its willful misconduct or gross negligence, all or any part of the Escrow Account until such dispute or uncertainty shall have been settled either by mutual agreement by the parties concerned or by the final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America, and a notice executed by the parties to the dispute or their authorized representatives shall have been delivered to the Escrow Agent setting forth the resolution of the dispute. The Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings; provided however, the Escrow Agent may, in its sole discretion, commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses, including fees and expenses of Escrow Agent's counsel, incurred in connection with any such proceeding shall be paid by, and shall be deemed a joint and several expense of the Buyer and Seller.

(h) The Escrow Agent shall never be required to use or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder. The Escrow Agent shall not be obligated to take any action which in its reasonable judgment would involve it in expense or liability unless it has been furnished with an indemnity or other security reasonably satisfactory to it.

(i) In no event shall the Escrow Agent be liable, directly or indirectly, for any special, indirect or consequential damages, even if the Escrow Agent has been advised of the possibility of such damages and regardless of the form of action.

(j) The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, terrorist attacks or other disasters.

(k) The Escrow Agent is authorized to obey and comply, in any manner it or its counsel deems appropriate, with all writs, order, judgments, awards, decrees issued or process entered by any court or arbitral tribunal with respect to this Agreement and if the Escrow Agent so complies, it shall not be liable to any party hereto or to any other party or person notwithstanding that any such writ, order, judgment, award, decree or process may be subsequently reversed, modified, annulled, set aside, vacated or found to have been entered

without competent jurisdiction.

(l) The agreements set forth in this Section 6 shall survive the resignation or removal of the Escrow Agent, the termination of this Agreement and the payment of all amounts hereunder.

7. Term; Payment Upon Termination. This Agreement shall terminate upon the distribution of all of the Escrow Funds from the Escrow Account or upon the written agreement of the parties hereto; provided, however, if the Agreement terminates based upon the written agreement of the parties hereto, such termination shall not become effective until all Escrow Funds held hereunder are distributed (included any income posted in arrears).

8. Resignation. The Escrow Agent shall have the right to resign upon 30 days written notice to Seller and Buyer. In the event of such resignation, Seller and Buyer shall appoint a successor escrow agent hereunder by delivering to the Escrow Agent a written notice of such appointment. Upon receipt of such notice, the Escrow Agent shall deliver to the designated successor escrow agent all money and other property held hereunder and shall thereupon be released and discharged from any and all further responsibilities whatsoever under this Agreement; provided, however, the Escrow Agent shall not be deprived of its compensation earned prior to such time. If no successor escrow agent shall have been designated by the date specified in the Escrow Agent's notice, all obligations of the Escrow Agent hereunder shall nevertheless cease and terminate and the Escrow Agent's sole responsibility thereafter shall be to keep safely all property then held by it and to deliver the same to a person designated by the other parties hereto. Additionally, if no successor escrow agent shall have been designated, the Escrow Agent may (i) at the joint and several expense of the Buyer and Seller, petition any court of competent jurisdiction for the appointment of a successor escrow agent or (ii) deposit the Escrow Funds with a court of competent jurisdiction and thereafter have no further responsibilities or duties in connection therewith.

9. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings (written or oral) of the parties in connection herewith.

(b) This Agreement shall not be revoked, rescinded, amended, or modified as to any of its terms or conditions except by a writing signed by the parties hereto.

(c) Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, upon receipt of confirmation from the transmitting equipment if sent by facsimile or email, two days after being sent by a major overnight courier, or five days after being mailed by certified mail, return receipt requested, to the parties at their respective addresses set forth below (or at such other address as a party may specify by notice to the other):

If to Buyer, to:

[]
[]
[]
Attn: []
Facsimile: []
Telephone: []
Email: []

If to Seller, to:

[]
[]
[]
Attention: []
Facsimile: []
Telephone: []
Email: []

If to the Escrow Agent, to:

The Bryn Mawr Trust Company
10 Bryn Mawr Avenue
Bryn Mawr, PA 19010
Attention: Trust/Escrow Administration
Facsimile: (610) 526-2076
Telephone: (610) 581-4754
Email: readdy@bmtc.com

The parties hereto authorize the Escrow Agent to rely upon and comply with instructions or directions sent via unsecured facsimile or email transmission and Escrow Agent shall not be liable for any loss, liability or expense of any kind incurred by the Buyer or Seller due to the Escrow Agent’s reliance upon and compliance with instructions or directions given by unsecured facsimile or email transmission, provided, however, that such losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that the failure of the Escrow Agent to verify or confirm that the person providing the instructions or directions, is, in fact, an authorized person does not constitute gross negligence or willful misconduct.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to or application of its rules or principles of conflicts of law. Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Agreement shall be brought before the exclusive jurisdiction of the federal or state courts located in the [], unless all the parties hereto

agree in writing to any other jurisdiction. Each of the parties hereto hereby submits to such exclusive jurisdiction. Each party consents to service of process by certified or registered mail, return receipt requested, directed to the address last specified for notices. All parties hereto agree to waive the right to trial by jury to the fullest extent permitted by law. To the extent that in any jurisdiction, the Buyer or Seller may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives such immunity.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Notwithstanding any other provision contained herein, if the Escrow Agent consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Escrow Agent hereunder.

(f) The failure of any party at any time or times to require performance of any provision hereunder shall in no way affect the right of such party at a later time to enforce the same. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(h) Nothing in this Agreement shall confer any rights, either express or implied, upon any person or entity, other than the parties hereto and their respective successors, permitted assigns, heirs, executors, personal representatives, administrators, and legal representatives.

(i) If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

(j) The headings of the sections contained in this Agreement are solely for convenience or reference and shall not affect the meaning or interpretation of this Escrow Agreement.

(k) The Buyer and Seller each (as to themselves) represent and warrant (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (b) that the execution, delivery and performance of this Escrow Agreement by the Buyer or Seller, as applicable, do not and will not violate any applicable law or regulation.

(l) The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, modified or supplemented from time to time, the "USA Patriot Act"), the Escrow Agent, like all

financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Escrow Agreement agree that they will provide the Escrow Agent with such information as the Escrow Agent may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[BUYER]

By: _____
Name: _____
Title: _____

[SELLER]

By: _____
Name: _____
Title: _____

THE BRYN MAWR TRUST COMPANY, as Escrow Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

[DATE]

[Indemnifying Party]

The Bryn Mawr Trust Company
10 Bryn Mawr Avenue
Bryn Mawr, PA 19010
Attn: Trust/Escrow Administration

Re: Loss Notice

Dear Sirs:

In accordance with the terms of Section 4(a) of that certain Escrow Agreement dated as of [] (the “Escrow Agreement”) by and among [] (the “Buyer”), [] (the “Seller”) and The Bryn Mawr Trust Company, as escrow agent (the “Escrow Agent”), the [], as Indemnified Party hereby asserts a claim for a Payment Amount of \$[].

[Insert description of events giving rise to Payment Amount]

[INDEMNIFIED PARTY]

By: _____
Name:
Title:

EXHIBIT B

[Date]

[Indemnifying / Indemnified Party]

The Bryn Mawr Trust Company
10 Bryn Mawr Avenue
Bryn Mawr, PA 19010
Attn: Trust/Escrow Administration

Re: Payment Instruction

Dear Sirs:

In accordance with the terms of Section 4 [b or c] of that certain Escrow Agreement dated as of [] (the “Escrow Agreement”) by and among [] (the “Buyer”), [] (the “Seller”) and The Bryn Mawr Trust Company, as escrow agent (the “Escrow Agent”), the [], as [Indemnifying/Indemnified Party] hereby directs the Escrow Agent to release to Indemnified Party, pursuant to Section 4 [b or c] of the Escrow Agreement the Payment Amount of \$_____ . The Payment Amount should be sent via wire transfer to the following account:

[if party is directing distribution to itself, insert wire instructions]

[INDEMNIFYING / INDEMNIFIED PARTY]

By: _____
Name:
Title:

EXHIBIT C

[DATE]

[Indemnified Party]

The Bryn Mawr Trust Company
10 Bryn Mawr Avenue
Bryn Mawr, PA 19010
Attn: Trust/Escrow Administration

Re: Indemnification Dispute Notice

Dear Sirs:

In accordance with the terms of Section 4(b) of that certain Escrow Agreement dated as of [] (the “Escrow Agreement”) by and among [] (the “Buyer”), [] (the “Seller”) and The Bryn Mawr Trust Company, as escrow agent (the “Escrow Agent”), the [], as Indemnifying Party hereby disputes \$[] of the Payment Amount claimed by the Indemnified Party.

[Insert reason for disagreement]

[INDEMNIFYING PARTY]

By: _____
Name:
Title:

EXHIBIT D

[Date]

[BUYER]

The Bryn Mawr Trust Company
10 Bryn Mawr Avenue
Bryn Mawr, PA 19010
Attn: Trust/Escrow Administration

Re: Expiration Notice

Dear Sirs:

In accordance with the terms of Section 4(d) of that certain Escrow Agreement dated as of [] (the “Escrow Agreement”) by and among [] (the “Buyer”), [] (the “Seller”) and The Bryn Mawr Trust Company, as escrow agent (the “Escrow Agent”), the Seller hereby directs the Escrow Agent to release the Escrow Funds (as defined in Section 4(d) of the Escrow Agreement) to the Seller. The Payment Amount should be sent via wire transfer to the following account:

[insert wire instructions]

[SELLER]

By: _____
Name:
Title:

EXHIBIT E

[Escrow Agent Fee Schedule to be inserted]