

ESCROW AGREEMENT

AGREEMENT dated this ___th day of [] 20___ (the “Agreement”), among [] a [] corporation, having an address at [] (the “Company”), [], having an address at [] (the “Placement Agent”) and The Bryn Mawr Trust Company, a Pennsylvania banking corporation having offices at 10 Bryn Mawr Avenue, Bryn Mawr, PA 19010 (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Company has prepared that certain Amended Confidential Private Placement Memorandum dated [] (such Amended Confidential Private Placement Memorandum, together with any amendments, supplements and exhibits thereto is hereinafter referred to collectively as the “Memorandum”) for certain accredited investors (“Investors”) relating to the offer and sale of a minimum of [\$] in shares of the Company, and a maximum of [\$] in shares of the Company.

WHEREAS, the Company desires to establish a non-interest bearing escrow account with the Escrow Agent into which the Investors (or the Company or Placement Agent on behalf of Investors) shall deposit checks or wire transfers for the payment of money made payable to the order of the Escrow Account (as defined herein), and the Escrow Agent is willing to accept said checks and wire transfers for the payment of money in accordance with the terms hereinafter set forth; and

WHEREAS, the Company represents and warrants to the Escrow Agent that it has not stated to any individual or entity that the Escrow Agent’s duties will include anything other than those duties stated in this Agreement; and

WHEREAS, the Company warrants to the Escrow Agent that a copy of the Memorandum, the subscription agreements to be entered into between the Company and the Investors, and all other documents such party has delivered to prospective Investors that include the Escrow Agent's name and duties, have been attached hereto as Schedule 1.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Delivery of Escrow Funds

(a)(i) The Company or the Placement Agent shall deliver to the Escrow Agent checks received from each prospective Investor made payable to the order of “[] Escrow Account.” The checks shall be deposited into a non-interest bearing account at the Escrow Agent entitled “[]Escrow Account” (the “Escrow Account”), or

(ii) The Escrow Agent shall receive money directly from prospective Investors by means of check or wire transfer. If by wire transfer, money shall be wired to The Bryn Mawr Trust Company, 10 Bryn Mawr Avenue, Bryn Mawr, PA 19010, ABA Number [], Account Number [] for further credit to []. All such money shall be deposited into the Escrow Account (without the use of any sub-accounts).

(b) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of any funds deposited into the Escrow Account. If, for any reason, any check deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to return the check to the Company or the Placement Agent.

(c) Promptly after checks and wire transfers are delivered to the Escrow Agent from the Company, the Placement Agent or any Investor, the Company or the Placement Agent or the Investor, as applicable, shall provide the Escrow Agent with the Investor's original subscription agreement, which shall include the Investor's name,

address and other applicable information (social security number or employer identification number, if appropriate). The Escrow Agent shall hold the subscription agreements pending release of the funds in the Escrow Account (the “Escrow Funds”) as provided in Section 2 below at which time the subscription agreements shall be released to the Company or the Investor as applicable in accordance with written instructions from the Company (which shall be delivered to the Escrow Agent promptly following the earlier to occur of the distribution of the Escrow Funds or the written request of the Escrow Agent).

2. Release of Escrow Funds. The Escrow Funds shall be paid by the Escrow Agent in accordance with the following:

(a) In the event that the Company and the Placement Agent advise the Escrow Agent in writing that the private placement described in the Memorandum has been withdrawn, the Escrow Agent shall promptly return the funds paid by each prospective Investor, to said prospective Investor at the address specified in such Investor’s subscription agreement, without interest.

(b) If prior to [] p.m. (New York City time) on[,2010], the Escrow Agent receives written notification, in the form of Exhibit A, attached hereto and made a part hereof, and signed by the Company and the Placement Agent, stating that the [, 2010] termination date described in the Memorandum (the “Minimum Amount Termination Date”) has been extended to a date stated therein (the “Final Minimum Amount Termination Date”), the date shall be so extended.

(c)(i) Provided that the Escrow Agent does not receive a notice in accordance with Section 2(a) above and there is at least [\$] in the Escrow Account on or prior to the Minimum Amount Termination Date or the Final Minimum Amount Termination Date (if the Escrow Agent has received a notice in accordance with Section 2(b) hereof), the Escrow Agent shall promptly notify the Company and the Placement Agent of such fact in writing. The Escrow Agent shall thereupon promptly disburse the Escrow Funds

by wire transfer in accordance with written instructions signed by the Company and the Placement Agent and delivered by the Company and the Placement Agent to the Escrow Agent. After any such disbursement that is effected prior to the Minimum Amount Termination Date or the Final Minimum Amount Termination Date (if the Escrow Agent has, prior to the Minimum Amount Termination Date, received a notice in accordance with Section 2(b) hereof), deposits may continue to be made to the Escrow Account in accordance with Section 1 hereof and the Escrow Agent shall make additional disbursements of the Escrow Funds in accordance with Section 2(d) below.

(ii) At any time prior to the Minimum Amount Termination Date or the Final Minimum Amount Termination Date (if the Escrow Agent has received a notice in accordance with Section 2(b) hereof) at which the Escrow Account contains an amount not less than the aggregate of [\$] (inclusive of amounts previously disbursed by the Escrow Agent in accordance with Section 2(c)(i) hereof) and an initial disbursement closing has taken place in accordance with Section 2(c)(i) hereof, the Company and the Placement Agent may send a notification to the Escrow Agent, in the form of Exhibit B, attached hereto and made a part hereof, stating that the final closing shall take place on the date set forth in the notification (the “Final Interim Amount Termination Date”). At any time prior to the Final Interim Amount Termination Date, the Company and the Placement Agent may send a notification to the Escrow Agent in the form of Exhibit B extending the date of the Final Interim Amount Termination Date and the Final Interim Amount Termination Date shall be so extended.

(d)(i) On the Final Interim Amount Termination Date (if the Escrow Agent has received a notice in accordance with Section 2(c)(ii) hereof) or [, 2010], as applicable, the Escrow Agent shall promptly return the Escrow Funds to the Investor(s) and close the Escrow Account.

(ii) If by [] p.m. (New York City time) on the Minimum Amount Termination Date or the Final Minimum Amount Termination Date (if the Escrow Agent has, prior to the Minimum Amount Termination Date, received a notice in accordance

with Section 2(b) hereof), the Escrow Agent has not received written instructions from the Company and the Placement Agent in accordance with Section 2(c)(i) hereof, or there is a balance in the Escrow Account of less than [\$], the Escrow Agent shall promptly return the Escrow Funds to the Investor(s) and close the Escrow Account.

(iii) All amounts received by the Escrow Agent in excess of an aggregate of [\$], up to an aggregate of [\$] on or before the Final Interim Amount Termination Date (if the Escrow Agent has received a notice in accordance with Section 2(c)(ii)) or [, 2010], as applicable, shall be held by the Escrow Agent in the Escrow Account to be released at any time, and from time to time, as may be requested in a jointly executed writing by the Placement Agent and the Company, without any interest thereon.

(e) The Escrow Agent shall not be required to pay any uncollected funds or any funds which are not available for withdrawal.

3. Acceptance by the Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(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 and 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 Company, Placement Agent or any Investor. 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 [Memorandum or any subscription 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, and in the case of a check, has cleared and immediately available funds are available to 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 Company and the Placement Agent 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 Company and the Placement Agent) 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 Company and the Placement Agent.

(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 3 shall survive the resignation or removal of the Escrow Agent, the termination of this Agreement and the payment of all amounts hereunder.

4. Fees and Indemnification of Escrow Agent

(a) The Company and Placement Agent, 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 C.

(b) The Company and Placement Agent, 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 Company and Placement Agent, 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 Company, Placement Agent or any Investor, 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 Escrow Funds (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 4 shall survive the termination of this Agreement, the payment of all amounts hereunder and the resignation or removal of the Escrow Agent.

5. Resignation of the Escrow Agent

(a) The Escrow Agent shall have the right to resign upon 30 days written notice to the Company and Placement Agent. In the event of such resignation, Company and Placement Agent 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 Company and Placement Agent, 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.

6. Termination.

This Agreement, except for the terms hereof that expressly survive, shall terminate upon the distribution of all Escrow Funds and the release of any subscription agreements held hereunder or the written agreement of the parties hereto; provided, however, if the Agreement is terminated based upon the written agreement of the parties

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 Company or Placement Agent 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 Agreement.

(k) The Company and Placement Agent each (as to themselves) represent and warrant (a) that this 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 Agreement by the Company or Placement Agent, 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 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. The parties to this Agreement also agree that Investors may be required to provide the Escrow Agent with similar information.

(m) The parties hereto 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

[Company]

By: _____

Name:

Title:

[Placement Agent]

By: _____

Name:

Title:

**THE BRYN MAWR TRUST
COMPANY, as Escrow Agent**

By: _____

Name:

Title:

EXHIBIT A

[Date]

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

Dear Sirs:

In accordance with the terms of Section 2(b) of that certain Escrow Agreement dated [] __, 2010 by and among [] (the “Company”), [] (the “Placement Agent”) and The Bryn Mawr Trust Company (the “Escrow Agent”), the Company and the Placement Agent hereby notify the Escrow Agent that the Final Minimum Amount Termination Date shall be _____, 2010.

[Company]

By: _____
Name:
Title:

[Placement Agent]

By: _____
Name:
Title:

EXHIBIT B

[Date]

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

Dear Sirs:

In accordance with the terms of Section 2(c)(ii) of that certain Escrow Agreement dated [] __, 2010 by and among [] (the “Company”), [] (the “Placement Agent”) and The Bryn Mawr Trust Company (the “Escrow Agent”), the Company and the Placement Agent hereby notify the Escrow Agent that the Final Interim Amount Termination Date shall be _____, 2010.

[Company]

By: _____
Name:
Title:

[Placement Agent]

By: _____
Name:
Title:

EXHIBIT C

[Escrow Agent Fee Schedule to be included]