

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is entered into this 11th day of October, 2012 (the "Effective Date"), by and between, (a) [REDACTED] a [REDACTED] limited liability company ("[REDACTED]"), (b) SOLCO I, LLC, a Utah limited liability company ("Solco"), ([REDACTED] and Solco, each a "Party" and collectively, the "Parties"), and (c) [REDACTED] a [REDACTED] banking corporation, as escrow agent ("Escrow Agent").

### RECITALS:

A. [REDACTED] and Solco are parties to that certain Solar Lenses Purchase Agreement effective as of October 11, 2012 (the "Purchase Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

B. Pursuant to the Purchase Agreement, [REDACTED] shall deposit Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the "Down Payment") into an account ("Escrow Account") with Escrow Agent, which amount shall be dispersed to [REDACTED] or Solco according to the terms of this Escrow Agreement; and

E. Escrow Agent agrees to hold and distribute such funds in the Escrow Account in accordance with the terms of this Escrow Agreement.

In consideration of the recitals, promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

### ARTICLE 1 ESCROW PROPERTY

Section 1.1. Receipt of Escrow Property. Within two (2) business days after the mutual execution and delivery of the Agreement between the Parties, [REDACTED] shall deposit the Down Payment into the Escrow Account. The Down Payment, along with any interest earned thereon, shall hereinafter be referred to as the "Escrow Property." Capitalized terms not defined herein shall have the meaning defined in the Agreement.

Section 1.2. Investments.

(a) Unless and until it receives written instructions from the Parties to the contrary, the Escrow Agent is authorized and directed to deposit the Escrow Property and any interest income thereon in a federally insured bank account, as set forth on Exhibit B. Any interest income on the Escrow Property shall become part of the Escrow Property.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss

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which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements.

(a) Initial Disbursement. The Escrow Agent shall disburse One Million Fifty Thousand Dollars (\$1,050,000) (the "Initial Disbursement") to Solco as soon as administratively possible following receipt of the Down Payment. The Initial Disbursement shall be used to fund the costs associated with the installation of Two Thousand (2,000) of the Solar Lenses (the "First Phase").

(b) Second Disbursement. The Escrow Agent shall disperse Four Million Seven Hundred Twenty-Five Thousand (\$4,725,000) (the "Second Disbursement") to Solco as soon as administratively possible following Escrow Agent's receipt from [REDACTED] of a written authorization to make the Second Disbursement (the "Second Disbursement Authorization"). The Second Disbursement shall be used to fund costs associated with the installation of Nine Thousand (9,000) of the Solar Lenses (the "Second Phase"). The Parties agree that [REDACTED] shall not provide the Second Disbursement Authorization unless and until all of the lenses in the First Phase have been installed and are fully operational to [REDACTED] satisfaction, as determined in its sole and absolute discretion. In the event [REDACTED] has not provided the Second Disbursement Authorization within one hundred eighty (180) days of the Initial Disbursement, unless the Parties have provided Escrow Agent with alternative instructions in writing, Escrow Agent shall disburse the balance of the Escrow Account to [REDACTED].

(c) Third Disbursement. If the Second Disbursement is made, then the Escrow Agent shall disburse Two Million Three Hundred Sixty-Two Thousand Five Hundred Dollars (\$2,362,500) (the "Third Disbursement") to Solco as soon as administratively possible following Escrow Agent's receipt from Solco of a written authorization to make the Third Disbursement (the "Third Disbursement Authorization"). The Third Disbursement shall be used to fund costs associated with the installation of Four Thousand Five Hundred (4,500) of the Solar Lenses (the "Third Phase"). The Parties agree that Solco shall not provide the Third Disbursement Authorization until all of the Solar Lenses in the Second Phase have been installed and are fully operational.

(d) Final Disbursement. The Escrow Agent shall disburse the remaining balance of the Escrow Account (the "Final Disbursement") to Solco as soon as administratively possible following Escrow Agent's receipt from Solco of a written authorization to make the Final Disbursement (the "Final Disbursement Authorization"). The Parties agree that Solco will not provide the Final Disbursement Authorization until all of the Solar Lenses in the Third Phase have been installed and are fully operational.

Section 1.4. Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by [REDACTED], whether or not such income was disbursed during such calendar year.

(b) Prior to execution of this Agreement, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.4(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 1.5. Termination. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.4(c), 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2  
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the

Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit C-1 and Exhibit C-2 to this Escrow Agreement.

Section 2.4. Rights Not Duties Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

### ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit D, which compensation shall be paid out of the Escrow Property. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up ten percent (10%) per annum or the highest rate permitted by applicable law, whichever is less. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

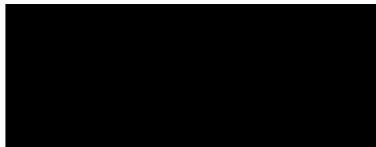
ARTICLE 4  
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Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to 



If to Solco:

SOLCO I, LLC  
4035 South 4000 West, Suite 150  
Deseret, UT 84624  
Attn: Neldon Johnson

If to the Escrow Agent:



Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of law principles.

Section 4.5. Entire Agreement. This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar un-editable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

*[Signature Page Follows]*



IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

[REDACTED]

[REDACTED]

a [REDACTED] limited liability company

By: [REDACTED]

Name: *President*  
Title: [REDACTED]

**SOLCO**

SOLCO I, LLC  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGENT**

[REDACTED]

a [REDACTED] banking corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

[REDACTED]

[REDACTED]

a [REDACTED] limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SOLCO**

SOLCO I, LLC

a Utah limited liability company

By: Meldon Johnson

Name: Meldon Johnson

Title: Manager

**ESCROW AGENT**

[REDACTED]

a [REDACTED] banking corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**SOLAR LENSES PURCHASE AGREEMENT**

[See Attached]

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**EXHIBIT B**

**ACCOUNT INFORMATION**

The Escrow Agent is hereby directed to deposit, as indicated below or as the Parties shall direct further from time to time, all cash in the Escrow Account in the following account:

██████████ Business Managed Money Rate Savings Account

The Parties acknowledge that they have full power to direct investments of the Escrow Account.

The Parties understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by the Parties by written notice to the Escrow Agent.

The Parties understand that if they choose to communicate this investment direction solely via facsimile, then the investment direction will be understood to be enforceable and binding.

████████████████████  
████████████████████  
████████████████████  
\_\_\_\_\_  
Authorized Representative  
  
10/11/12  
\_\_\_\_\_  
Date

**SOLCO**  
  
\_\_\_\_\_  
SOLCO I, LLC  
Authorized Representative  
  
\_\_\_\_\_  
Date

**EXHIBIT B**

**ACCOUNT INFORMATION**

The Escrow Agent is hereby directed to deposit, as indicated below or as the Parties shall direct further from time to time, all cash in the Escrow Account in the following account:

██████████ Business Managed Money Rate Savings Account


The Parties acknowledge that they have full power to direct investments of the Escrow Account.

The Parties understand that they may change this direction at any time and that it shall continue in effect until revoked or modified by the Parties by written notice to the Escrow Agent.

The Parties understand that if they choose to communicate this investment direction solely via facsimile, then the investment direction will be understood to be enforceable and binding.

████████████████████  
\_\_\_\_\_  
████████████████████  
Authorized Representative

\_\_\_\_\_  
Date

**SOLCO**  
  
\_\_\_\_\_  
SOLCO I, LLC  
Authorized Representative

10-11-02  
\_\_\_\_\_  
Date

**EXHIBIT C-1**

**CERTIFICATE AS TO AUTHORIZED SIGNATURES**

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of [REDACTED] ("[REDACTED]"), and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under the Escrow Agreement to which this Exhibit C-1 is attached on behalf of [REDACTED].

<u>Name / Title</u>	<u>Specimen Signature</u>
[REDACTED] _____ Name  <i>President</i> _____ Title	[REDACTED] _____ Signature
[REDACTED] _____ Name  <i>Treasurer</i> _____ Title	[REDACTED] _____ Signature
[REDACTED] _____ Name  <i>Authorized Signer</i> _____ Title	[REDACTED] _____ Signature
[REDACTED] _____ Name  <i>Authorized Signer</i> _____ Title	[REDACTED] _____ Signature

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**EXHIBIT C-2**

**CERTIFICATE AS TO AUTHORIZED SIGNATURES**

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of SOLCO I, LLC ("Solco"), and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under the Escrow Agreement to which this Exhibit C-2 is attached on behalf of Solco.

Name / Title

Specimen Signature

Neldon Johnson  
Name

Neldon Johnson  
Signature

Manager  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Exhibit D**

Fees of Escrow Agent

Annual Escrow Fee: \$1,000.00

\*Annual fee due upon execution of Escrow Agreement.

In the event the escrow is not funded, the Annual Fee and all related expenses remain due and payable, and if paid, will not be refunded.

Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination.

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an Escrow Account and are subject to reasonable adjustment based on final review of documents, or when the Escrow Agent is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

Unless otherwise indicated, the above fees relate to the establishment of one escrow account. Additional sub-accounts governed by the same Escrow Agreement may incur an additional charge.

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