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ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of November __, 201__ (the “Escrow Agreement”), is made by and among MICHAEL ADAMS (“Shareholder”), AMERICAN CITY BANK, a national banking association (“Purchaser”), and AMERICAN CITY BANK OF THE MIDWEST, a national banking association (“Escrow Agent”). Shareholder, Purchaser and Escrow Agent are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Shareholder, Purchaser, Michael Adams and Adams Capital Corporation, an Illinois corporation have entered into an Stock Purchase Agreement, dated as of November 1, 201__ (the “Stock Purchase Agreement”), pursuant to which Purchaser has agreed to deposit in escrow \$675,000 (as to such amount actually deposited with Escrow Agent, the “Escrow Deposit”) for the purpose of providing Purchaser with a source of funds to satisfy any indemnification obligations of Shareholder or Adams pursuant to Article X of the Stock Purchase Agreement.

B. Subject to the terms and provisions of this Escrow Agreement, Shareholder and Purchaser desire to appoint Escrow Agent as an escrow agent hereunder for the purposes of establishing an escrow account to satisfy, if any, such indemnification claims, and Escrow Agent desires to accept such appointment and hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. Capitalized terms used herein that are defined in the Asset Purchase Agreement shall, unless defined herein, have the meanings ascribed to them in the Asset Purchase Agreement. In addition to the terms defined elsewhere herein, the following terms shall have the following meanings when used herein:

(a) “Business Day” shall mean any day other than a Saturday, Sunday or any day on which commercial banks in Pennsylvania or the city in which Escrow Agent is located are required or permitted by law to be closed.

(b) “Escrow Account” shall have the meaning set forth in Section 3(b) of this Escrow Agreement.

(c) “Escrow Funds” shall mean the Escrow Deposit deposited with Escrow Agent pursuant to Section 3(a) of this Escrow Agreement, together with any interest or other income thereon.

(d) “Joint Written Direction” shall mean a written direction executed by the Representatives and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking an action pursuant to this Escrow Agreement.

(e) “Purchaser Representative” shall mean George Washington or Thomas Jefferson or any other person designated in a writing signed by Purchaser and delivered to Escrow Agent and the Shareholder Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

(f) “Representatives” shall mean the Shareholder Representative and the Purchaser Representative.

(g) “Shareholder Representative” shall mean Michael Adams or any other person designated in a writing signed by Shareholder and delivered to Escrow Agent and the Purchaser Representative in accordance with the notice provisions of this Escrow Agreement, to act as his representative under this Escrow Agreement.

2. Appointment of and Acceptance by Escrow Agent. Shareholder and Purchaser hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Deposit in accordance with Section 3(a) below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Escrow Agreement.

3. Deposit of Escrow Funds; Escrow Account.

(a) Deposit. Simultaneously with the execution and delivery of this Escrow Agreement, Depositor shall deposit the Escrow Deposit with Escrow Agent.

(b) Escrow Account. Upon receipt of the Escrow Deposit, Escrow Agent agrees to hold the funds in a separate escrow account (the “Escrow Account”), and the Escrow Account shall be assigned the federal tax identification number of Shareholder. Shareholder shall be responsible for the preparation of all tax returns associated with the investments therein and shall pay all costs relating to such returns, and all taxes, fines and penalties and interest. Shareholder shall provide Escrow Agent; at any time upon request of Escrow Agent with a Form W-8 or W-9 to evidence Shareholder is not subject to any back-up withholding under the United States Internal Revenue Code. Shareholder shall report all income, if any, that is earned on, or derived from, the Escrow Funds as his income, in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto.

4. Investment of Escrow Funds. Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Funds in the investment indicated on Schedule A hereto. Escrow Agent may make any investments through its or an affiliate’s bond or investment department, for which Escrow Agent or any of its affiliates may serve as investment advisor and receive compensation with respect to any investment direction hereunder. The Escrow Agent shall provide to Shareholder and Purchaser a statement, on a monthly basis, reporting the current balance of the Escrow Funds and the amount of the investment earnings or losses. With the execution of this Escrow Agreement, Shareholder and Purchaser hereto acknowledge receipt of prospectuses and/or disclosure materials associated with the investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by Shareholder and Purchaser. Shareholder and Purchaser acknowledge that they have discussed the investment and are in agreement as to the selected investment. Shareholder and Purchaser may provide instructions changing the investment of the Escrow Funds (subject to applicable minimum investment requirements) by the furnishing of a Joint Written Direction--specifying the type and identity of the investments to be purchased and/or sold, any particular settlement procedures required, if any (which settlement procedures shall be consistent with industry standards and practices), and such other information as Escrow Agent may require--to the Escrow Agent, and Escrow Agent may make or cause to be made such investments subject to such additional terms and conditions as Escrow Agent may

determine appropriate under the circumstances; provided, however, that no investment or reinvestment may be made except in the following:

- (i) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United State of America;
- (ii) certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which certificates of deposit are insured by the Federal Deposit Insurance Corporation or a similar governmental agency;
- (iii) repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates); or
- (iv) any institutional money market fund offered by Escrow Agent, including any institutional money market fund managed by Escrow Agent or any of its affiliates.

If Escrow Agent has not received a Joint Written Direction at any time that an investment decision must be made, Escrow Agent shall invest the Escrow Funds, or such portion thereof as to which no Joint Written Direction has been received, in investments described in clause (i) above. Each of the foregoing investments shall be made in the name of Escrow Agent. No investment shall be made in any instrument or security that has a maturity of greater than six (6) months. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to the Representatives, sell or liquidate any of the foregoing investments at any time if the proceeds thereof are required for any disbursement of Escrow Funds permitted or required hereunder. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds when realized. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Funds. Escrow Agent may use a broker-dealer of its own selection, including a broker-dealer owned by or affiliated with Escrow Agent or any of its affiliates.

5. Disbursement of Escrow Funds. The Representatives may from time to time, in accordance with the provisions of the Stock Purchase Agreement, deliver a Joint Written Direction to Escrow Agent, specifying in reasonable detail the aggregate dollar amount of any "Escrow Payment" to be made pursuant to Section 2.05 of the Stock Purchase Agreement, and the dollar amount of the disbursements to be from the Escrow Payment to Shareholder and Purchaser, if applicable. Within two (2) Business Days after receiving the Joint Written Direction, the Escrow Agent shall disburse at the direction of the Representatives by the method specified in the Joint Written Direction, out of the Escrowed Funds, the dollar amounts of each disbursement claimed in the Joint Written Direction, and shall give written confirmation to the Representatives that such disbursements have been made.

6. Suspension of Performance; Disbursement Into Court. If, at any time, (i) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, including, without limitation, arising from adverse or conflicting claims are made to any portion of the Escrow Funds, or (ii) the Representatives have not within thirty (30) days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 7 of this Escrow Agreement, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

- (a) Suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty

shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

(h) Petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. In the event such suit is brought, Shareholder and Purchaser shall jointly and severally agree to pay Escrow Agent all costs, expenses and attorney's fees that it may expend or incur in such interpleader suit, the amount thereof to be fixed and a judgment therefore to be rendered by the court in such suit.

Escrow Agent shall have no liability to Shareholder, Purchaser, their respective shareholders, partners or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent. Escrow Agent may obey and comply with any order or process of a court (whether or not such court shall have jurisdiction) commanding it to do or to refrain from some act in relation to the subject matter of this Escrow Agreement. Escrow Agent may rely and continue to rely conclusively upon such orders or process, notwithstanding that it may be found subsequently to be void or voidable, until one of the officers of Escrow Agent, shall have actual knowledge that such order or process shall have been modified, annulled, set aside, vacate or quashed.

7. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days prior written notice to the Shareholder and Purchaser specifying a date when such resignation shall take effect. Such resignation shall take effect upon the earlier of (i) the appointment of a successor Escrow Agent as provided herein or (ii) thirty (30) days after delivery of such notice of resignation. Upon any such notice of resignation, the Representatives jointly shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds and transfer all investments to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all reasonable fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement. Any corporation or association into which Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

8. Liability of Escrow Agent. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied or otherwise imposed upon or against Escrow Agent, and Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in this Escrow Agreement. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement, including, without limitation, the Asset Purchase Agreement, other than this Escrow Agreement. Escrow Agent shall not be liable for any action taken or

omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Shareholder or Purchaser. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the Stock Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Shareholder and Purchaser, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. As between Shareholder and Purchaser, each shall be responsible for the payment of fifty (50%) percent of such fees and expenses.

Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. Indemnification of Escrow Agent. From and at all times after the date of this Escrow Agreement, Shareholder and Purchaser, jointly and severally, shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, Shareholder or Purchaser, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; *provided,*

however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability which resulted from the gross negligence or willful misconduct of such Indemnified Party. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Shareholder and Purchaser jointly and severally. The obligations of Shareholder and Purchaser under this Section 9 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent. As between Shareholder and Purchaser, each shall be responsible for the payment of fifty (50%) percent of the amount of indemnification sought by the Indemnified Party.

The parties agree that neither the payment by Shareholder or Purchaser of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Shareholder and Purchaser, the respective rights and obligations of Depositor, on the one hand, and Recipient, on the other hand, under the Stock Purchase Agreement. The parties further agree that as between Shareholder or Purchaser, each shall be responsible for the payment of fifty (50%) percent of the amount of indemnification sought by the Indemnified Party.

10. Fees and Expenses of Escrow Agent. Shareholder and Purchaser shall compensate Escrow Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Shareholder and Purchaser, jointly and severally, upon demand by Escrow Agent. As between the Shareholder and Purchaser, Purchaser shall be responsible for the payment of such fees and costs. Shareholder and Purchaser shall promptly pay such compensation and reimbursement amounts to Escrow Agent upon receipt of an itemized invoice.

11. Representations and Warranties. Shareholder and Purchaser respectively make the following representations and warranties to Escrow Agent:

(a) It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder.

(b) This Escrow Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

(c) The execution, delivery, and performance of this Escrow Agreement is in accordance with the Stock Purchase Agreement and will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including without limitation the Asset Purchase Agreement, to which it is a party or any of its property is subject.

(d) The applicable persons designated herein to act as its representatives hereunder and have full power and authority to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as

the Representatives under this Escrow Agreement, all without further consent or direction from, or notice to, it or any other party.

(e) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

12. Identifying Information. Shareholder and Purchaser acknowledge that a portion of the identifying information set forth on Schedule A hereto is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and Shareholder and Purchaser agree to provide any additional information requested by the Escrow Agent which is required under the Act or any similar legislation or regulation to which Escrow Agent is subject, in a timely manner. Shareholder or Purchaser each represent that all identifying information set forth on Schedule A hereto, including without limitation, its Taxpayer Identification Number assigned by the Internal Revenue Service or any other taxing authority, is true and complete on the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

13. Notice. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice.

14. Amendment or Waiver. This Escrow Agreement may be changed, waived, discharged or terminated only by a writing signed by the Representatives and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

15. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

16. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of Illinois without giving effect to the conflict of laws principles thereof.

17. Entire Agreement. This Escrow Agreement and the Stock Purchase Agreement constitutes the entire agreement between Shareholder and Purchaser relating to the holding, investment and disbursement of the Escrow Funds, and this Escrow Agreement sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds.

18. Binding Effect. All of the terms of this Escrow Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

19. Conflict. In the event of any ambiguity or inconsistency between the terms of the Stock Purchase Agreement and the terms hereof with respect to the agreement between Shareholder and

Purchaser relating to the holding, investment and disbursement of the Escrow Funds, the terms of the Stock Purchase Agreement shall prevail.

20. Execution in Counterparts. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

21. Termination. Upon the first to occur of the termination of the disbursement of all amounts in the Escrow Funds pursuant to Section 5 above or the disbursement of all amounts in the Escrow Funds into court pursuant to Section 6 or Section 8 above, this Escrow Agreement shall terminate and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.

22. Survival. Sections 8, 9 and 10 contained herein shall survive the expiration or termination of this Escrow Agreement and resignation of Escrow Agent.

23. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the Shareholder or Purchaser and have a pecuniary interest in any transaction in which Shareholder or Purchaser may be interested, and contract and lend money to the Shareholder or Purchaser and otherwise act as fully and freely as though it were not Escrow Agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for Shareholder or Purchaser or for any other entity.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this General Escrow Agreement to be executed as of the date first above written.

SHAREHOLDER

MICHAEL ADAMS

PURCHASER

AMERICAN CITY BANK

By: _____
Name: _____
Title: _____

ESCROW AGENT

AMERICAN CITY BANK OF THE
MIDWEST

By: _____
Name: _____
Title: _____

LAWYERS' MENTOR

SCHEDULE A

1. Escrow Agent Fees.

Acceptance Fee: \$ _____
Annual Escrow Fee: \$ _____

The Acceptance Fee and the first Annual Escrow Fee are payable upon execution of the Escrow Agreement. In addition to the foregoing, Shareholder and Purchaser shall be charged (i) \$ _____ per investment (i.e., purchase, sale, receipt or delivery) that is not an Armada Fund investment and (ii) _____ per disbursement for every disbursement over the first _____ disbursements that occur in any twelve (12)-month period. In the event the escrow is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, 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 Escrow 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.

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. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

2. Taxpayer Identification Numbers.

Shareholder: _____
Purchaser: _____

3. Investment Instructions.

Escrow Agent may invest the Escrow Funds only in such investments as the Representatives may specify in a Joint Written Direction. Absent written instructions to the contrary, the Escrow Agent is instructed to invest the Escrow Funds in **[Beacher Money Market I Shares, for which the Escrow Agent serves as investment advisor and receives a fee]**.

4. Notice Addresses.

If to Shareholder at:

Michael Adams

Phone: _____

Fax: _____

With a copy to:

Northbrook, Illinois 60062

Phone: _____

Fax: _____

E-Mail: _____

If to Purchaser at:

American City Bank
c/o American City Commercial Capital Corporation
200 First Avenue
Cincinnati, Ohio 45203

Attn.: _____

Phone: _____

Fax: _____

E-mail: _____

With a copy to:

American City Corporation
100 East Eight Street
Attn.: Patrick Thomas
Cleveland, Ohio 44114

Phone: _____

Fax: _____

E-Mail: _____

If to the Escrow Agent at:

American City of the Midwest, as Escrow Agent
