

D. In addition to the purchase price **BUYER** will, by payment of any of the methods listed above in paragraph A, B or C and within the time period provided for below, pay the applicable recording fees, sales tax, if any, and handling/administrative fees due **EnergyNet.com, Inc.** associated with **BUYER'S** purchase.

Escrow Bank is to be considered as a depository only for funds escrowed pursuant to this Agreement and it shall hold and disburse such funds solely on the basis of written instructions it receives from **EnergyNet.com, Inc.** Escrow Bank shall be entitled to rely at all times on the written instructions given to it by **EnergyNet.com, Inc.** without any necessity of verifying the authority therefor. Neither **SELLER** nor **BUYER** shall have any authority to give instructions to or otherwise direct the actions of Escrow Bank with respect to the escrowed funds. **ESCROW BANK SHALL NOT AT ANY TIME BE HELD LIABLE FOR ACTING IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS IT RECEIVES FROM ENERGYNET.COM, INC. ENERGYNET.COM, INC., SELLER AND BUYER AGREE TO SAVE AND HOLD ESCROW BANK HARMLESS FROM ANY LOSS AND FROM ANY CLAIMS OR DEMANDS ARISING OUT OF ACTIONS TAKEN OR OMITTED TO BE TAKEN BY ESCROW BANK PURSUANT TO SUCH WRITTEN INSTRUCTIONS AND HEREBY AGREE TO INDEMNIFY ESCROW BANK FROM ANY AND ALL CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES INCURRED BY ESCROW BANK) OR DEMANDS FOR LOSSES ARISING OUT OF ITS ACTIVITIES AS ESCROW BANK EXCEPT FOR ACTIVITIES CONSTITUTING WILLFUL MISCONDUCT BY THE ESCROW BANK.**

**BUYER** acknowledges and agrees that **BUYER** shall have two (2) full banking days from the date it is notified of the sale to complete the transfer of funds, unless **SELLER, BUYER, and EnergyNet.com, Inc.** mutually agree otherwise in writing.

Unless otherwise provided in the assignment to be delivered to **BUYER**:

(a) **BUYER** agrees that **SELLER** is entitled to receive all production (including oil in the tanks), revenues and joint interest billings accrued prior to 7 a.m. on the effective date of the assignment. **BUYER** is entitled to receive all production, revenues and joint interest billings which accrue after the effective date of the assignment.

(b) **BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS AS TO ALL CAUSES OF ACTION, CLAIMS, LOSSES, DAMAGES, INJURIES, COSTS, EXPENSES AND LIABILITIES ACCRUING AFTER THE EFFECTIVE DATE OF THE ASSIGNMENT.**

**BUYER** acknowledges and agrees that upon disbursement of the escrowed funds in the Escrow Bank, **EnergyNet.com, Inc.** shall immediately receive its commission from Escrow Bank, net of listing fee, if any, as set out on the **EnergyNet.com, Inc.'s** Fees and Commission Schedule as set out in Exhibit "C" on the **SELLER'S** Agreement For the Sale of Oil and Gas Properties.

**BUYER** agrees that all funds will be held in escrow until **SELLER** provides all executed documents of conveyance and any other documents which are required under the terms of this Agreement or **SELLER'S** Agreement.

**BUYER** acknowledges and agrees that settlement can be withheld if **SELLER** fails to provide requisite assignments or conveyancing documents to **BUYER** or if **SELLER** fails to obtain waivers of preferential rights, consents to assignments, releases or subordinations of encumbrances or any other duty of **SELLER** to assist or assign the Properties to **BUYER** but only to the extent any Properties are so affected.

**BUYER** agrees that **SELLER'S** assignment will be recorded by **EnergyNet.com, Inc.** in the appropriate jurisdiction, but in no event will any conveyancing document be recorded prior to receipt of 100% of the purchase price and other sums due from **BUYER. EnergyNet.com, Inc.,** within ten (10) banking days of receipt of all funds due from **BUYER** (provided the funds have cleared the Escrow Bank), or when funds are otherwise available for distribution under the terms of this Agreement, and upon receipt of all executed, conveyancing documents and mailing of same for recording, will direct Escrow Bank to release all funds to **EnergyNet.com, Inc.** for disbursement to **SELLER** minus listing fees/commissions and sales tax on listing fees, if any, associated with the sale of **SELLER'S** Properties incurred by **EnergyNet.com, Inc.** **BUYER** agrees that **SELLER** is entitled to receive the interest, if any, accrued on escrow monies held prior to distribution. **BUYER** agrees to pay sales tax, if any, recording fees and **EnergyNet.com, Inc.'s** administrative handling fee.