



ESCROW

AGREEMENT

Title and Escrow Number

Dream Homes of Cabo, S.A. de C.V.

1 (800) 403 6597 U.S.A.
Los Cabos: 011 52 (624) 142 2983
Fax: 011 (52) 142 5898

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the _____, day of _____, by and between _____ ("Seller"), with an address at _____, and _____ ("Purchaser"), with an address at _____. Seller and Purchaser are sometimes collectively identified as the "Parties". The Parties hereto mutually desire to name **Fidelity National Financial Global Solutions**, as the Escrow Agent ("Escrow Agent"), to provide the services described herein, with an address at 2 Park Avenue, Suite 300, New York, NY 10016.

1. The real property, which is the subject of this Agreement, is commonly known as _____, B.C.S., Mexico (the "Property").
2. The Parties mutually desire to establish an escrow account with Escrow Agent for the purpose of receiving, holding and distributing all funds deposited in connection with this escrow and as further defined below, subject to the terms and conditions set forth below.
3. The sum of US\$ _____ (the "Escrowed Funds"), has been deposited with Escrow Agent by wire.

The wiring instructions for Escrow Agent are as follows:

JPMorgan Chase Bank
ABA Routing No. 021000021
Fidelity National Financial Global Solutions
Exchange 740
Account No. 230287956

4. Any and all Escrowed Funds deposited with or wired directly to the Escrow Agent shall be held in a non-interest bearing trust account in the name of Fidelity National Financial Global Solutions on behalf of the Purchaser herein. The Parties understand that the Escrowed Funds will be held until such time as the Parties herein provide the Escrow Agent with an Instruction to Disburse Funds executed by Seller and Purchaser. Attached as Exhibit 'A', is an Instruction to Disburse Funds for use by the Parties.
5. Escrow Agent hereby agrees to act as Escrow Agent hereunder, and to hold and disburse the Escrowed Funds in accordance with the provisions of this Escrow Agreement.
6. As payment for the services performed by Escrow Agent pursuant to this Escrow Agreement, the Parties authorize the Escrow Agent to withhold US\$ _____ from the Escrowed Funds.
7. Action in Interpleader. The Parties expressly agree that Escrow Agent has the absolute right, at its election, to file an action in interpleader requiring the Parties to answer and litigate their several claims and rights among themselves and Escrow Agent is authorized to deposit with the clerk of the court any documents and the Escrowed Funds held pursuant to this Escrow

Agreement. In the event such action is filed, the Parties jointly and severally agree to pay cancellation charges, costs, expenses and reasonable attorney's fees which Escrow Agent is required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, Escrow Agent shall thereupon be fully released and discharged from all obligations imposed by the terms of this Escrow Agreement or otherwise.

8. The Escrow Agent shall not be liable for anything that it may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct. The Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of any escrow established pursuant to this Escrow Agreement, or any documents, instructions or directions received by the Escrow Agent hereunder; and, the Parties agree to indemnify, protect, defend and hold the Escrow Agent harmless from all losses, costs, damages, liabilities, expenses, and attorneys' fees suffered or incurred by the Escrow Agent as a result of any and all claims asserted against the Escrow Agent with respect to any act or omission by the Escrow Agent taken in good faith in any and all matters covered by this Escrow Agreement in accordance with the instructions or directions set forth herein, except as caused by the Escrow Agent's gross negligence or willful misconduct.
9. It is hereby understood that Escrow Agent will not hold the Escrowed Funds on deposit after _____, 2005 (*complete a date that is reasonable for your parties*), in the event Escrow Agent has received conflicting instruction or no instructions by that time.

10. Miscellaneous Provisions.

- a. Business Day. The term "business day," as used herein, shall mean any calendar day that is not Saturday, Sunday or legal holiday of the United States of America.
- b. No Oral Modification. This Agreement may not be modified, amended or altered except by an agreement in writing signed by the Parties and acknowledged by Escrow Agent.
- c. Governing Law. This Escrow Agreement shall be governed by and constructed in accordance with the laws of the State of New York. Venue of any case or controversy arising under or pursuant to this Agreement shall lie in New York, New York.
- d. Notices. Any notice required or sought to be delivered hereunder shall be deemed delivered as follows: (i) if sent by overnight courier, the business day after deposit, if in the United States and the fourth business day after the deposit if outside of the United States with such courier; (ii) if hand delivered, upon delivery; and, (iii) if sent by facsimile, when sent provided the facsimile is transmitted on a business day prior to 5:00 p.m. New York time at the place of receipt, or on the following business day if sent after 5:00 p.m. New York time.
- e. Disbursement. All disbursements of Escrowed Funds required to be made by Escrow Agent under this Escrow Agreement shall be made within 2 business days of Escrow Agent's receipt of notice.

- f. Facsimile Signature. For the purposes of this Escrow Agreement, facsimile signatures will be considered as original signatures and will be relied upon as if they were original signatures.
- g. Counterparts. This Escrow Agreement may be executed in counterparts.

See page 5 of 6 for signatures.

By the execution hereof, the undersigned Parties fully agree to the terms of this Agreement.

Executed this the _____ day of _____, 2005.

SELLER

PURCHASER

SELLER

PURCHASER

SELLER

PURCHASER

Seller's Social Security # or Tax I.D. #

Purchaser's Social Security # or Tax I.D. #

FIDELITY NATIONAL FINANCIAL GLOBAL SOLUTIONS, As Escrow Agent

By: _____

Title: _____

EXHIBIT 'A'

Instruction to Disburse Funds

To: Escrow Department
Fidelity National Financial Global Solutions
2 Park Avenue, Suite 300
New York, NY 10016
Fax: (212) 481-8747

Re: Escrow No
Seller:
Purchaser:

Escrow Agent is hereby authorized and instructed, by Seller and Purchaser, to disburse \$ _____
_____ USD to _____ by wire transfer to:

Account Name: _____

Account Number: _____

Bank Name: _____

ABA Number: _____

SELLER

Seller's Social Security # or Tax I.D. #

PURCHASER

Purchaser's Social Security # or Tax I.D. #

SELLER

Seller's Social Security # or Tax I.D. #

PURCHASER

Purchaser's Social Security # or Tax I.D. #

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