



ESCROW AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between: _____ (the "Purchaser"), _____ (the "Seller"), (collectively, the "Parties") and First American Title Insurance Company (the "Escrow Agent"):

WITNESSETH,

WHEREAS, by agreement to purchase and sell dated _____ (the "Contract"), the Seller agreed to sell certain property and the Purchaser agreed to buy certain property described as _____ in _____, _____, México (the "Property") in the Contract.

WHEREAS, Purchaser has applied for a loan through GE Money Crédito Hipotecario, S.A. de C.V. ("Lender") for said Property. Upon approval, Lender will fund portion ("Loan Proceeds") with Escrow Agent prior to closing.

WHEREAS, the Escrow Agent has agreed to act as Escrow Agent, subject to the terms and conditions set forth below, for the Parties and has agreed to hold in a non-interest bearing escrow account the sum of _____ US Dollars (the "Escrow Funds") as the total purchase price pursuant to this Agreement and the sum of _____ US Dollars for pre-closing expenses (the "Pre-Closing Costs").

NOW, THEREFORE, THIS AGREEMENT:

IT IS HEREBY understood and agreed that the Parties hereby instruct Escrow Agent to release Escrow Funds in accordance with this Agreement as follows:

1. Upon execution of this Agreement, Purchaser shall deposit in Escrow Agent's bank account the amount of _____ US Dollars to cover Escrow Fees, Pre-Closing Costs and required down payment ("Deposit"). Deposit shall be in United States currency, by wire transfer or certified check payable to Escrow Agent. The payments should be wired to:

Bank: Bank of America
Acct. No.: 003446400588
ABA No.: 026009593
Acct. Name: First American Title Insurance Company –
International Escrow Account

Lender's Pre-Closing Costs include and are non-refundable:

- a) \$1,000.00 Notario Deposit
- b) \$1,000.00 Permit & Registration to Foreign Ministry for Trust Set-Up (SRE Permit)
- c) 0.10% of purchase price for Appraisal fee
- d) \$550.00 Escrow Fee

2. Upon receipt and clearance of Deposit, Escrow Agent shall release Pre-Closing Costs to Lender, Notario and GE Capital Bank for services being rendered as stated in Paragraph 1 above.
3. Escrow Agent's Escrow Fee of Five Hundred Fifty and 00/100 (\$550.00) US Dollars will be retained by Escrow Agent at the time Escrow Agent releases any or all of the Escrow Funds being held by Escrow Agent pursuant to this Agreement. This is a non-refundable payment.
4. Once Purchaser is approved for financing, Purchaser shall deposit with Escrow Agent the Purchaser's portion of Escrow Funds equivalent to _____ US Dollars plus any additional closing costs and Lender shall deposit Loan Proceeds prior to closing.
5. Notwithstanding anything to the contrary in this Agreement, in the event that Escrow Agent receives notice from one of the parties or the Lender that the closing will not occur, for whatever reason, the Parties hereto acknowledge, agree and hereby instruct Escrow Agent to refund Lender the Loan Proceeds which constitutes the financed portion of the transaction in accordance with Lender's instructions.

Purchaser and Seller shall instruct Escrow Agent by means of an executed Letter of Instructions on the disbursement of the remainder of Escrow Funds.

6. Escrow Agent shall disburse Escrow Funds to third parties, including but not limited to Seller, when Escrow Agent is in receipt of the following:
 - a. A copy of the first and signature page of Deed/Trust which transfers title of the Property from Seller to Purchaser;
 - b. A letter from the Notary Public stating that the Deed/Trust has been signed by the Parties; and
 - c. Disbursement Instructions signed by Parties.

And thereupon the Escrow Agent will be relieved of all liability hereunder.

IT IS FURTHER understood and agreed that in the event written instructions as set forth above are not received by Escrow Agent on or before the date that is one year from the date hereinabove recited, or one year from the date of the last signature to this Escrow Agreement, **whichever is later**, then Escrow Agent, in its sole discretion, may continue to hold said funds or may invoke an inter-pleader proceeding and pay said sums into the registry of the court, in which event Escrow Agent shall be entitled to withhold from said escrowed funds any and all expenses, including attorney's fees.

FURTHER, that in consideration of the Escrow Agent acting for the benefit of and at the request of Purchaser and Seller, the Purchaser and the Seller shall and do at all times hereafter well and sufficiently save, defend, keep harmless and indemnify the Escrow Agent, from all loss, damage, cost, charge, liability or expense (excepting therefrom any loss, damage, costs, charge, liability or expense resulting from Escrow Agent's willful misconduct or negligence), including, but not limited to, court costs and attorney's fees which may result from the obligation and duty as Escrow Agent accepted by the said Escrow Agent, including, but not limited to, situations in which disputes arise concerning amounts of money to be paid over, funds available for such payments, or the proper persons to whom payments should be made, and including, but not limited to, a delay in the electronic wire transfer of funds.

FURTHER, we, the undersigned, do hereby certify that we are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply only to a maximum amount of \$100,000 for each individual depositor. We further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance. Further, we understand that First American Title Insurance Company assumes no responsibility for, nor will we hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$100,000 and that the excess

amount is not insured by the Federal Deposit Insurance Corporation (FDIC), or that FDIC insurance is not available on certain types of bank instruments.

FURTHER, Escrow Agent is not responsible for determining the authenticity of the documents delivered to Escrow Agent. Escrow agent shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or liability for the validity or sufficiency of this agreement or any documents or papers or payments deposited or call for hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed effective the day and year first above written.

Seller:

Purchaser:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

DATE SIGNED: _____

DATE SIGNED: _____

ESCROW AGENT:

First American Title Insurance Company

Gladys M. Colón
Escrow Officer

DATE SIGNED: _____