

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____ of 200__, 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 STEWART INFORMATION INTERNATIONAL, as the Escrow Agent, to provide the services described herein, with an address at Stewart Information International, 1990 Post Oak Blvd., Suite 100, Houston, Texas 77056.

- 1) The real property which is the subject of this Agreement is located in _____, _____, Mexico (the "Property").
- 2) The parties mutually desire to create an escrow account with Escrow Agent for the purpose of receiving, holding, administering and distributing the funds deposited as required herein (the "Escrowed Funds"), subject to the terms and conditions set forth below.
- 3) The sum of US\$ _____, shall be deposited with Escrow Agent by wire, certified or personal check. Escrowed Funds shall be deposited into the Stewart Information International escrow account, (the "Escrow Account"). If the Party(ies) making deposit(s) wish(es) to have the Escrowed Funds maintained in an interest bearing money market account, such party(ies) shall provide a completed Form W-9 (or Form W-8, if applicable) to Escrow Agent. All interest earned thereon shall be paid to _____. The wiring instructions for the Escrow Account will be provided upon request.
- 4) 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 Agreement.
- 5) As payment for the services performed by Escrow Agent pursuant to this Agreement, _____ hereby agrees to pay directly to Escrow Agent, on or before the date of closing the transaction described herein, an amount equal to \$_____ USD.
- 6) Disbursement Instructions. Escrowed Funds shall be disbursed pursuant to the Disbursement Instructions shown on Exhibit "A", attached hereto and made a part hereof for all purposes, and subject to the terms of this Agreement.
- 7) In the event any dispute arises with regard to these Escrowed Funds, and/or if Escrow Agent deems it necessary to do so, Escrow Agent shall have, and is hereby granted, the right, at its' sole discretion to deposit such funds in the registry of a court having jurisdiction over the disputed matter as noted herein below in section 9.C., and deduct from the deposit Escrow Agent's fees and costs, including court cost and attorney fees for the same.
- 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 Agreement, or any documents, instructions or directions received by the Escrow Agent hereunder; and, the undersigned 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) 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.

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 Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue of any case or controversy arising under or pursuant to this Agreement shall lie in Harris County, Texas.

d. Notices. Any notice required or sought to be delivered hereunder shall be deemed delivered as follows: (i) if sent by U.S. Mail, on the fifth business day after deposit in the U.S. Mail (postage prepaid); (ii) if sent by overnight courier, the business day after deposit, if in the US and the second business day after the deposit if outside of the US with such courier; (iii) if hand delivered, upon delivery; and, (iv) if sent by facsimile, when sent provided the facsimile is transmitted on a business day prior to 3:00 p.m. Central time at the place of receipt, or on the following business day if sent after 3:00 p.m. Central time.

e. Payment. All payments required to be made by Escrow Agent under this Agreement shall be made within ___ business days of Escrow Agent's receipt of notice.

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

Executed this the _____ day of _____, 200__.

SELLERS:

BUYERS:

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

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

STEWART INFORMATION INTERNATIONAL, As Escrow Agent

Michelle D. Morgan
Mexico Closing Coordinator