



File #E-_____

ESCROW AGREEMENT WITH PASS-THRU COMPONENT OPTION FOR PACIFICA VILLAGE

This Escrow Agreement ("Escrow Agreement"), made this _____ day of _____, 20____, by and among the following Parties:

Seller: Krista Marianne Kanter, who is of age, married once, business woman, bearer of the U.S. passport number 306340256, who lives in Costa Rica, province of Puntarenas, County of Parrita (Seller')

Purchaser _____ ("Purchaser")

Escrow Agent CTCA ESCROW, LIMITADA, d/b/a LANDAMERICA-COMMONWEALTH TITLE OF CENTRAL AMERICA, a company incorporated under the laws of Costa Rica, with corporate identity number 3-102-440826, domiciled in San Jose, represented by Karla Karina Amador Salas, of age, married, residing in San Pedro de Montes de Oca, San Jose, bearer of identity card number 2-479-986, having an address at Cocobolo Shopping Center, Main Blvd, next to Banco Cuscatlán, 2nd Floor, Suite 5, Liberia, Guanacaste, Costa Rica ("Escrow Agent")

WHEREAS, pursuant to a Sale and Purchase Agreement ("Agreement"), attached hereto as Exhibit "A", dated _____, 20__ by and between Seller and Purchaser, with respect to certain real property, described as Condominium Unit ___ of Pacifica Village Condominium located in Punteranas, Costa Rica ("Property") and for the purpose of construction, sale, and purchase.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Acknowledgment of Receipt of Funds - Escrow Agent, by its execution of this Escrow Agreement, acknowledges receipt of the sum of \$5,000.00 and that subsequent monies, if any, will be received pursuant to the Agreement, collectively such monies shall be referred herein as the ("Escrow Funds") by either certified check or via electronic wire from Purchaser for deposit per Purchaser's selection (please choose one) herein:
a. [] Into a non-interest bearing Bank of America branch Account located in the State of Florida ("Florida Escrow Account") as provided in Exhibit "B." Escrow Agent shall within one (1) business day of completion of all required escrow paperwork and receipt of Escrow Funds into the Florida Escrow Account, transfer Escrow Funds to a non-interest bearing account in Costa Rica, which is provided in Exhibit "B" ("Costa Rica Escrow Account"). Escrow Funds shall be held in the Costa Rica Escrow

Account for the benefit of Seller and Purchaser, until such time as Escrow Agent is authorized to disburse Escrow Funds pursuant to this Escrow Agreement.

OR

- b. Into a non-interest bearing account in Costa Rica, which is provided in Exhibit "B" ("Costa Rica Escrow Account"). Escrow Funds shall be held in the Costa Rica Escrow Account for the benefit of Seller and Purchaser, until such time as Escrow Agent is authorized to disburse Escrow Funds pursuant to this Escrow Agreement.
2. Appointment - Seller and Purchaser hereby appoint Escrow Agent, and Escrow Agent hereby accepts its appointment, to hold the Escrow Funds upon the terms and conditions as set forth in this Escrow Agreement. As used herein, the term "Escrow Funds" shall mean the aforementioned monies received by the Escrow Agent designated for deposit pursuant to this Escrow Agreement.
3. Fee -The parties hereto agree that Escrow Agent is entitled to receive an escrow service charge in the amount of \$_____, plus all bank fees, for such services rendered hereunder and such fee shall be deducted from the Escrow Funds at the time of disbursement as provided for in this Escrow Agreement. If the Escrow Funds shall be reimbursed to the Purchaser then the parties hereto agree that Escrow Agent is entitled to receive an escrow service charge in the amount of \$_____, plus all bank fees, for such services rendered hereunder and such fee shall be deducted from the Escrow Funds.
4. Duties of Escrow Agent: The Escrow Agent shall hold, disburse, and perform its duties with respect to the Escrow Funds, if and when received by it, in strict accordance with the terms of the Escrow Agreement. Escrow Agent is not a party to, nor bound by, nor required to give consideration to, the terms and provisions of any other agreements or undertakings between Seller and Purchaser or either of them and third parties. The Escrow Agent has no duty to determine or inquire into the happening or pre-condition(s) required by this Escrow Agreement or with respect to arrangements, agreements or contracts with each other or third parties. In no event may the Escrow Agent exercise any discretion on the Purchaser's or Seller's behalf. The Escrow Agent's sole duty shall be to comply with the terms and provisions of this Escrow Agreement and no other. The Escrow Agent shall not be responsible for any delay in the electronic wire transfer of funds, or for delay by the financial institution in releasing the funds per the instructions of the parties.
5. Escrow Agent's Reliance upon Authority of Communications - The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine. Escrow Agent may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent, in its role as escrow agent, shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; nor as to the sufficiency of the title to the property that is subject of the Agreement.
6. Disbursement of Escrow Fund -The Escrow Funds shall not be released unless and until the Escrow Agent receives WRITTEN INSTRUCTIONS, EXECUTED BY BOTH THE SELLER AND THE PURCHASER, instructing the Escrow Agent to disburse the Escrow Funds. Upon such disbursement the Escrow Agent shall thereby be discharged and released from any and all obligations and liability under this Escrow Agreement and this Escrow Agreement shall terminate and the parties shall have no further obligations hereunder. Failure by either Seller or Purchaser or both to execute a joint instruction

regarding disbursement of Escrow Funds as required by any provision in this Escrow Agreement which includes, but is not limited to, conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the Escrow Funds shall be deemed a dispute ("Dispute") and as such shall be governed by the section titled Disputes.

7. Disputes: - In the event of a Dispute the Escrow Agent shall refuse to comply with any such instruction(s), claim(s) or demand(s) by any of the parties so long as such disagreement shall continue, and in so refusing the Escrow Agent shall not release the Escrow Funds, and the Escrow Agent SHALL NOT make any decision or judgment as to the disposition of the Escrow Funds or the correctness of any such claim or demand. The Escrow Agent shall not be or become liable in any way to Seller or Purchaser for its failure or refusal to comply with any demands, and it shall be entitled to continue to so refrain from acting until such conflicting or adverse demands:

(a) shall have been adjusted by agreement between Seller and Purchaser and it shall have been notified to Escrow Agent in writing executed by Seller and Purchaser, or

(b) upon receiving a final determination regarding the disposition of Escrow Funds by a court of competent jurisdiction. Any of the parties to this Escrow Agreement, including, but not limited to the Escrow Agent, may, at its sole election, commence an action in a court of competent jurisdiction to achieve judicial resolution of the dispute. In the event of such judicial action the Escrow Agent shall be held harmless for any and all loss, cost and expense sustained in either filing or participating in any court action, with all cost, loss and expense of such court action being borne by the Seller and Purchaser, including any action for interpleader, if available, or other appropriate civil remedy. Any expenses, costs, or fees shall be deducted from the Escrow Fund at such time as it becomes necessary to make said expenditures.

8. Resignation of Escrow Agent - The Escrow Agent may resign at any time upon the giving of at least thirty (30) calendar days' prior written notice to the Seller and Purchaser. The Seller and Purchaser shall, within said notice period provide written instructions executed by Seller and Purchaser appointing a successor Escrow Agent. If the Escrow Agent shall not receive such written instructions executed by Seller and Purchaser appointing a successor Escrow Agent within this time, the Escrow Agent may petition the court for the appointment of a successor Escrow Agent and, upon such appointment, deliver the Escrow Fund and Escrow Documents to such successor. Escrow Agent shall be fully relieved of all liability under this Escrow Agreement to any and all parties upon the transfer of the Escrow Funds to the successor escrow agent either designated by Escrow Agent. All sums due to the Escrow Agent shall be deducted from Escrow Funds prior to any transfer pursuant to this section.
9. Escrow Agent's Right to Retain Counsel and Duty to Defend: - Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which in any manner affects its duties or liabilities hereunder, unless or only as requested to do so by Seller and Purchaser and then only upon receiving full indemnity in an amount, and of such character, as Escrow Agent shall, at Escrow Agent's sole discretion reasonably require, against any and all claims, liabilities, judgments, attorney's fees, and other expenses of every kind in relation thereto. Escrow Agent may, upon advice from counsel, act or refrain from acting in respect to any matter referred to in this Escrow Agreement and in full compliance upon said advice of counsel which may be selected by Escrow Agent and shall be fully protected in so acting or in refraining from acting upon such advice. Escrow Agent agrees to give prompt notice to the parties in the event that it is served notice regarding pending legal action in regard to the Escrow Funds.

10. Enforcement - In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of the parties to comply with this Escrow Agreement, the prevailing party in such litigation shall recover from the non-prevailing party all costs and expenses and fees incurred or expended in connection therewith, including, without limitation reasonable attorney's fees and costs, at all levels.
11. Liability of the Escrow Agent: - It is understood and agreed by the parties to this Escrow Agreement as follows:
- (a) The Escrow Agent is not a trustee for any party for any purpose, and merely is acting as a depository and in a ministerial capacity hereunder with the limited duties herein prescribed. It is further agreed that the duties of the Escrow Agent are only as herein specifically provided, and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence. Seller and Purchaser each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder.
 - (b) The Escrow Agent shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Escrow Agreement or generally, unless such waiver is in writing, and no waivers shall be valid unless it is in writing, signed by the Escrow Agent, and only to the extent expressly therein set forth. A waiver by the Escrow Agent under the terms of this Escrow Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.
 - (c) Escrow Agent is not a party to, and is not bound by or charged with notice of, any agreement or document out of which the Escrow Agreement may arise.
 - (d) Escrow Agent shall not be responsible for the dishonor of any check, money order, draft, negotiable instrument, or other financial document, received as Escrow Funds by Escrow Agent under this Escrow Agreement.
 - (e) The parties agree and acknowledge that the Escrow Agent has no liability in connection with the Deposit in the event of failure or insolvency of the financial institution in which the Deposit is deposited, which includes, but is not limited to guaranteeing or warranting the Deposit in any manner. The Escrow Agent shall not be responsible for any loss, diminution in value or failure to achieve a greater profit as a result of the deposit of the Escrow Funds, including, but not limited to any consequence as a result of currency conversion. Escrow Agent is not responsible for maintaining the value of any investment or providing investment counseling. Escrow Agent is also not responsible for any delays in the transfer of said Escrow Funds to and from the Costa Rica Escrow Account.
12. Notice: Each notice, instruction or other demand given or required by any party hereunder shall be in writing and shall be communicated by personal delivery, fax, e-mail or other such electronic transmission or registered mail, return receipt requested, to the parties hereto at addresses shown below, or at such other address as any of them may designate by notice and in writing to the other parties.

SELLER:

Name & contact information: _____

PURCHASER: Name & contact information: _____

ESCROW AGENT: ESCROW AGENT: CTCA ESCROW, LIMITADA, d/b/a
LANDAMERICA-COMMONWEALTH TITLE OF CENTRAL AMERICA
Cocobolo Shopping Center
Main Blvd,
2nd Floor, Suite 5
Liberia, Guanacaste, Costa Rica
Facsímile #(506) 666-0015
Attn: Karla Amador or Janet Robertson

All notices, instructions or certifications given hereunder to the Escrow Agent shall be effective upon receipt by the Escrow Agent. All notices given hereunder by the Escrow Agent shall be effective and deemed received upon personal delivery or transmission by facsimile and/or e-mail, or if mailed, five calendar days (5) after mailing by Escrow Agent.

13. Provisions Severable - If any terms, conditions or provisions of this Escrow Agreement or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Escrow Agreement, or the application of such terms or provisions to persons or circumstance other than those as to which it is held invalid unenforceable shall not be affected thereby and each term and provision of this Escrow Agreement shall be held valid and be enforced to the fullest extent permitted by law.
14. Indemnification of Escrow Agent - Seller and Purchaser hereby agree to indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, judgments, and attorney's fees, and other expenses of every kind or nature arising out of this Escrow Agreement, other than such claims resulting from the willful misconduct, gross negligence, or breach of fiduciary duty of the Escrow Agent.
15. Venue and Jurisdiction - Venue and Jurisdiction of this Escrow Agreement shall be Costa Rica.
16. ARBITRATION. Any Dispute while the Escrow Funds are located in Costa Rica that arise from this Escrow Agreement, its execution, liquidation or interpretation may be settled by arbitration, in accordance with the Rules of Arbitration of the Reconciliation and Arbitration Center of the Costa Rican Chamber of Commerce to whose norms the parties unconditionally submit themselves. The arbitration tribunal shall be made up of three members, and shall lawfully decide any Dispute. The Reconciliation and Arbitration Center of the Costa Rican Chamber of Commerce shall be the entity in charge of the arbitration process and of appointing the arbitrators, in accordance with the provisions of said rules. The laws of Costa Rica will be applicable, regardless of the domicile of the parties.

17. Counterparts - This Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument.
18. Captions - The paragraph headings of the Escrow Agreement are for convenience of reference only and shall not be construed as defining or limiting the scope of any provisions hereof.
19. Persons Authorized to Act on Behalf of Escrow Agent: - The following persons are authorized to bind the Escrow Agent: Karla Amador, Janet Robertson, Fred Persaud, Jennifer Cruise.
20. Complete Escrow Agreement - This Escrow Agreement represents the entire agreement between the Purchaser, Seller and Escrow Agent hereto with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns. This Escrow Agreement may not be modified or amended in any manner other than by written agreement and/or amendment executed by all parties hereto or their successors in interest.

IN WITNESS WHEREOF, the parties hereby have caused this Escrow Agreement to be executed by their duly authorized officers or agents on the day and year above mentioned.

ESCROW AGENT:
CTCA ESCROW, LIMITADA, d/b/a LANDAMERICA-COMMONWEALTH TITLE OF CENTRAL AMERICA

By: _____
Karla Karina Amador Salas

SELLER :

Krista Marianne Kanter

PURCHASER:

EXHIBIT A
AGREEMENT INCLUDING DISBURSEMENT SCHEDULE

EXHIBIT B

WIRE TRANSFER INFORMATION

OPTION #1: Incoming wire transfer from Customer's U.S. Account to our U.S. Escrow Account: (PREFERRED METHOD!)

BANK NAME: Bank of America, 275 Valencia Avenue, Brea, California, 92823
ACCT: 1235696124
ABA #: 026009593
BENEFICIARY: Commonwealth Land Title Insurance Corp.
NOTIFY: Carly Verzi / Fax: 407-481-0897 or email to cverzi@landam.com

PLEASE REFERENCE OUR FILE NUMBER AND THE NAME OF BUYER:
File # E- _____
Name: _____

Should you need additional assistance, please contact Carly Verzi at (407)835-2647.

OR

COSTA RICA ESCROW ACCOUNT INFORMATION

Option b: Incoming Wire Transfers from inside Costa Rica in US Dollars to:

Bank name: BANCO NACIONAL de COSTA RICA
Name of account: CTCA ESCROW LIMITADA
Dirección: **San José Costa Rica.**
Banco Nacional de Costa Rica
SWIFT CODE: **BNCR CRSJ**
INTL. CODE : **019462**
NUMERO DE CUENTA: **100-02-171-000115-9 (from another BNCR account or from out of country)**

Numero de Cuenta Cliente: **15117110020001154 (Sinpe – inside Costa Rica only)**

PLEASE REFERENCE OUR FILE NUMBER AND THE NAME OF BORROWER/BUYER: E- _____

NOTIFY: Beatriz Estrada Kopper, BN Banca Premier - Tel (506) 289-2618
bestrada@bncr.fi.cr to notify Janet Robertson at LandAmerica.