

ESCROW AGREEMENT
[Vishram Kuteer Subdivision]

Developer: **BHAKTI VISHRAM KUTEER, LLC**

Buyer: _____

Lot No: _____

Escrow Agent: **PLATINUM TITLE PARTNERS, L.P.**

File No: **GF 09-2652-1**

This Escrow Agreement (the "Agreement") is entered into as of the _____ day of _____, 20____, by and among Developer, Escrow Agent and Buyer, each of whose address for notice is specified below and is as follows:

RECITALS

A. Developer is preparing to develop of a residential subdivision located in Fort Bend County, Texas. Upon completion the subdivision will contain residential lots each of which has been developed for the construction of a single family residence thereon.

B. Purchaser has executed an Invitation to Purchase with respect to the purchase of a residential Lot within the subdivision (the "Invitation") and, pursuant to the Invitation certain sales deposits are due.

C. The parties have requested that Escrow Agent hold the sales deposits received by Developer for the Purchaser and the Escrow Agent is willing to do so on the terms specified herein.

The parties desire to set forth in writing the terms and conditions of the Escrow Agreement as follows:

AGREEMENT

1. An account is hereby established with the Escrow Agent. The Escrow Agent shall maintain the escrowed funds in deposits in institutions insured by an agency of the United States. No other investments of the escrowed funds by the Escrow Agent are permitted. The Escrow Funds shall be segregated from operating funds of the Escrow Agent but may be comingled with other escrowed funds of the Escrow Agent.

The Escrow Funds shall be held in an interest bearing account as established by the Escrow Agent, however, the Escrow Agent shall not be obligated to seek the highest interest rate available for such deposits. If the Escrow Funds earn interest, the interest shall be paid or credited to Developer if it is entitled to receive the principal, or paid to Purchaser if it is entitled to return of the principal. Developer acknowledges that Escrow Agent is unable to place the escrowed funds in an interest bearing account unless the escrowed funds are accompanied by a fully executed Form W-9 executed by the Purchaser. Escrow shall not make a deposit in an interest bearing account until a Form W-9 is provided to Escrow Agent.

2. All funds deposited in the Escrow Account shall be released from the account only as follows:

(a) In the event the Purchaser defaults in the performance of his obligations under the Invitation, the Developer shall provide notice thereof to the Escrow Agent and the Escrow Agent shall promptly notify the Purchaser of a proposed disbursement as specified in Section 2(d) hereof. The Escrow Funds shall be paid to Developer in accordance with the procedure specified in Section 2(d) below, with any interest earned thereon, if any, assuming the Escrow Agent has not received from Purchaser a written notice of a dispute between the Purchaser and the Developer.

(b) In the event the Purchaser has waived its right to have the Escrow Funds held in escrow, the Developer shall provide notice thereof to the Escrow Agent and the Escrow Agent shall promptly notify the Purchaser of a proposed disbursement as specified in Section 2(d) hereof. The Escrow Funds shall be paid to the Developer in accordance with the procedure specified in Section 2(d) below, with any interest earned thereon, if any, assuming the Escrow Agent has not received from Purchaser a written notice of a dispute between the Purchaser and the Developer..

(c) In the event the Purchaser has not waived its right to have the Escrow Funds held in escrow, Escrow Agent shall pay to Developer on behalf of the Purchaser at the time the Purchaser closes the purchase of the Lot, the Escrow Funds and all interest thereon, if any, assuming the Escrow Agent has not received from Purchaser a written notice of a dispute between the Purchaser and the Developer.

(d) At the time of any proposed disbursement of the Escrow Funds, the Escrow Agent shall notify the parties of said disbursement according to the terms of this Section. Such notification shall be given to the addresses specified in Section 6 hereof. In the event either party disputes said distribution of the funds, the disputing party shall have ten (10) days following the date of said notification to register said dispute with the Escrow Agent. If the Escrow Agent is not notified of a dispute with respect to such proposed disbursement within the time specified herein, the Escrow Agent may make the disbursement as described in said notice

(e) In the event of any dispute, disagreement or conflicting claims between Purchaser or Developer in and to the Escrow Funds, the Escrow Agent may, at its option, refuse to deliver the Escrow Funds so long as such dispute continues. The Escrow Agent shall not become liable to Purchaser or Developer for its failure or refusal to comply with any conflicting claims or demands to the Escrow Funds. The Escrow Agent may (i) continue to refuse to act and to continue to hold the Escrow Funds until the rights of the parties have been duly adjudicated by a court of competent jurisdiction, or until the parties have reached an agreement regarding the disbursement of the Escrow Funds or (ii) seek to interplead such funds into the registry of a court of competent jurisdiction, provided, that the Escrow Agent shall not be under any duty to take affirmative steps to seek a judicial resolution of any such dispute or conflicting claims.

3. When Developer present funds to Escrow Agent for a deposit into the Escrow Account, Developer shall furnish to Escrow Agent a description of each deposit indicating each Purchaser's name, address and the full description of the Lot being purchased, the purchase price of the Lot and a copy of the Purchase Agreement. Escrow Agent shall be entitled to fully rely upon such list and information. Each such deposit shall be accompanied by a fully completed IRS Form W-8 or W-9 whichever the case may be, indicating the owner of the Escrow Funds.

4. Escrow Agent shall give each Purchase a receipt for each deposit made with respect to such Purchaser, upon request by Purchaser which shall be delivered to the addresses specified below.

5. In the event the Invitation requires the deposit of additional funds, the funds shall be delivered to escrow Agent with the information specified in Section 2 above, with the exception of Form W8 or W-9 unless otherwise required by applicable law.

6. All notices provided for herein shall be in writing, shall be delivered by hand, overnight express mail or by U.S. mail and shall be deemed received (i) if by hand on the day of such hand delivery, (ii) if by overnight express mail, on the next business day following deposit in such. overnight delivery service or (iii) if by mail, three days following deposit with the United States postal service. All notices shall be sent to the parties at the following addresses:

If to Developer:

BHAKTI VISHRAM KUTEER, LLC
16107 Kensington Drive, No. 209
Sugar Land, Texas 77479

If to Buyer:

If to Escrow Agent:

Platinum Title Partners, L.P
5325 Katy Freeway, Suite Two
Houston, Texas 77007
(832) 203-6666

7. Escrow Agent shall be under no responsibility in respect to any of the monies deposited with it other than faithfully to perform its duties in accordance with the terms hereof upon, if necessary, the advice of counsel and it shall be fully protected in any action taken in good faith, in accordance with such advice. If in the performance of its duties hereunder, Escrow Agent shall be subject to or included in any legal proceeding or retain counsel in connection with any legal action involving Escrow Agent, Developer agrees to pay the reasonable attorney's fees incurred by Escrow Agent as a result of employment of such counsel. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested so to do by Developer and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense, including a reasonable attorney's fee, of such defense including appellate proceedings. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall not be required to institute legal proceedings of any kind, Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instruction given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

8. Escrow Agent assumes no liability under this Agreement except that of stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the escrowed monies, or as to whom that sum is to be delivered, Escrow Agent will not be obligated to make any delivery of the sum but in such event may hold the sum until receipt by Escrow Agent of an authorization in writing signed by all the persons having interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent by holding the sum until the final determination of the rights of the parties in an appropriate proceeding without any liability. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, Escrow Agent is not required to bring an appropriate action or proceeding for leave to deposit the sum in court, pending such determination. In making delivery of the monies in the manner provided for in this Agreement, Escrow Agent shall have no further liability in the matter. At any time, Escrow Agent may resign from its obligation hereunder and assign its obligations hereunder to a successor Escrow

Agent, without the approval of the Developer, or any Purchaser or place all deposit monies into the registry of the Court, at which time Escrow Agent shall have no further liability hereunder.

9. It is agreed by all parties that the duties of Escrow Agent are only such as are herein specified, being purely ministerial in nature and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence.

10. Special Provisions: _____

11. This Agreement may be executed in multiple originals. This Agreement forms a master escrow agreement and the terms hereof shall be incorporated into each transaction as executed.

IN WITNESS WHEREOF, the parties have executed these Escrow Instructions as of the date set forth besides such parties' signature below.

DEVELOPER: BHAKTI VISHRAM KUTEER, LLC

By: _____
Name:
Title

ESCROW AGENT: PLATINUM TITLE PARTNERS, LP

By: _____
Name:
Title

BUYER: _____