

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated _____, 2013 (this “Escrow Agreement”) is entered into by and between DORAL ECONOMIC IMPACT HOLDINGS, Ltd., a Florida limited partnership (the “Company”) and Strock & Cohen, P.A., as escrow agent (the “Escrow Agent”).

WHEREAS, the Company is entering into a private offering of its limited partnership interests pursuant to the terms and conditions contained in the Offering Memorandum;

WHEREAS, certain investors named _____ may elect to subscribe to the Company’s securities pursuant to the Offering Memorandum; and

WHEREAS, the Escrow Agent is willing to accept appointment as Escrow Agent for only the expressed duties, terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Proceeds to be Escrowed. The terms of the Offering Memorandum and its attachments and Exhibits are incorporated herein by reference. All funds received from investors in connection with the Offering Memorandum shall be retained in the Escrow Agent’s client trust account (the “Escrow Account”). The Deposited Funds shall be hereinafter referenced as the “Escrowed Funds.”

2. Disbursement of Funds.

(a) From time to time upon request, the Escrow Agent shall notify the Company of the amount of Escrowed Funds in the Escrow Account. The Escrow Agent shall pay out the collected Escrowed Funds received from a particular Investor to, and for the benefit of, the Company, as follows:

- (i) Five Hundred Thousand Dollars (\$500,000) to be released as the Investors Capital Contribution to the Company upon the approval of that Investor’s I-526 Petition by Alien Entrepreneur.
- (ii) Thirty Thousand Dollars (\$30,000) to be released upon receipt and to be applied as the Syndication Fee.
- (iii) Twenty Thousand Dollars (\$20,000) to be released upon approval of a particular Investor’s I-526 Petition by Alien Entrepreneur, as the Administrative Fee.

(b) For purposes of Section 2 herein, each Investor must file Form I-526 Petition by Alien Entrepreneur, with the United States Immigration and Citizenship Services (“USCIS”) within thirty (30) days of the date of the Subscription Agreement; unless such period is extended for an additional thirty (30) days, by written authorization from the Managing General Partner.

(c) In the event an Investor does not file Form I-526 Petition by Alien Entrepreneur with USCIS within the time periods set forth in Section 2(b), above, the Escrow Agent shall release the Escrowed Funds received from the Investor, and the Investor shall be issued their Interest in the Company, irrespective of any immigration process or proceeding.

(d) In the event an Investor voluntarily withdraws their investment in the Company the Escrow Agent will release the Capital Contribution made by an Investor to that particular Investor, and release the Administrative Fee and Syndication Fee paid by that Investor, to and for the benefit of the Company.

3. Term of Escrow. The Term of this Escrow Agreement shall be coterminous with the Maturity Date of the Note, as defined therein.

4. Duty and Limitation on Liability of the Escrow Agent.

(a) The sole duty of the Escrow Agent, other than as herein specified, shall be to receive the Escrowed Funds and to hold them subject to release, in accordance herewith.

(b) The Escrow Agent may conclusively rely upon and shall be protected in acting upon any statement, certificate, notice, request, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall have no duty or liability to verify any such statement, certificate, notice, request, consent, order or other document, and its sole responsibility shall be to act only as expressly set forth in the Escrow Agreement.

(c) The Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with the Escrow Agreement unless first indemnified to its satisfaction.

(d) The Escrow Agent may consult counsel of its own choice in respect of any question arising under the Escrow Agreement and the Escrow Agent shall not be liable for any action taken or omitted in good faith upon advice of such counsel.

(e) The Escrow Agent shall not be liable for any action taken or omitted by it except to the extent that a court of competent jurisdiction determines that the Escrow Agent’s gross negligence or willful misconduct was the primary cause of loss.

(f) The Escrow Agent is acting solely as escrow agent hereunder and owes no duties, covenants or obligations, fiduciary or otherwise (except under applicable law), to any person by reason of this Escrow Agreement, except as otherwise explicitly set forth in this Escrow Agreement, and no implied duties, covenants or obligations, fiduciary or otherwise, shall be read into this Escrow Agreement against the Escrow Agent.

(g) In the event of any disagreement between or involving the Company and any other person, resulting in adverse or conflicting claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent is in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. Notwithstanding the foregoing, the Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction and the Escrow Agent is hereby authorized in its sole discretion to comply with and obey any such orders, judgments, decrees or levies.

(h) In the event that any controversy should arise with respect to this Escrow Agreement, the Escrow Agent shall have the right, at its option, to institute an interpleader action in any court of competent jurisdiction to determine the rights of the parties.

(i) IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

5. Notices. All notices, requests, demands, and other communications under the Escrow Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given, (b) on written confirmation of receipt if sent by facsimile, (c) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service, or (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed, return receipt requested, to the party as follows:

- (ii) If to the Company:
201 S Biscayne Blvd, Suite 905
Miami Florida, 33131

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

6. Indemnification of Escrow Agent: The Company hereby indemnifies, defends and holds harmless the Escrow Agent from and against, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent arising out of or relating in any way to the Escrow Agreement or any transaction to which the Escrow Agreement relates unless such action, claim or proceeding is the result of the willful misconduct of the Escrow Agent. The provisions of this paragraph shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent for any reason.

7. Successors and Assigns. Except as otherwise provided in the Escrow Agreement, no party hereto shall assign the Escrow Agreement or any rights or obligations hereunder without the prior written consent of the other parties hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect. The Escrow Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets in whole or in part, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance any further act.

8. Governing Law; Jurisdiction. The Escrow Agreement shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

9. Severability. In the event that any part of the Escrow Agreement is declared by any court or other judicial or administrative body to be null, void, or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of the Escrow Agreement shall remain in full force and effect.

10. Amendments; Waivers. The Escrow Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in the

Escrow Agreement, in any one or more instances, shall not be deemed to be nor construed as further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of the Escrow Agreement.

11. Entire Agreement. The Escrow Agreement contains the entire understanding among the parties hereto with respect to the escrow contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such escrow.

12. Section Headings. The section headings in the Escrow Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Escrow Agreement.

13. Counterparts. The Escrow Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

14. Resignation. Escrow Agent may resign upon thirty (30) days' advance written notice to the parties hereto. If a successor Escrow Agent is not appointed within the 30-day period following such notice, Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent or interplead the Escrowed Funds with such court, whereupon Escrow Agent's duties hereunder shall terminate.

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

THE COMPANY:

Doral Economic Impact Holdings, Ltd.
a Florida limited partnership

By: _____

Name: _____

Title: _____

ESCROW AGENT:

Strock & Cohen, P.A.

By: _____

Name: _____

Title: _____