

ESCROW AGREEMENT

This Escrow Agreement, dated as of _____, 2008, by and among Fortuno, Inc., located at 1330 South Ham lane, Suite 103 Lodi CA 95242 (“FORTUNO”), _____, located at _____ (“BUYER”) and Vincent & Rees, L.C., as escrow agent (“Escrow Agent”).

A G R E E M E N T

The parties, intending to be legally bound, hereby agree as follows:

1. ESTABLISHMENT OF ESCROW

(a) BUYER has or will deliver to the Escrow Agent’s trust account _____ dollars (\$_____) (the “Purchase Money”) to be held in escrow pursuant to the terms of the Purchasing Agreement (the “Purchase Agreement”) executed of even date herewith between the BUYER and FORTUNO.

Total funds will be remitted Vincent Rees Escrow account on behalf of Fortuno, Inc.:

The Vincent Group, L.C. IOLTA Trust Account

175 E. 400 So., Ste. 1000

Salt Lake City, UT 84111

Chase Bank

185 South State Street

Salt Lake City, Utah 84111

(801) 481-5010

Routing: 124001545

Account: 778864553

(b) Escrow Agent hereby agrees to act as escrow agent and to hold, safeguard and disburse the Purchase Money pursuant to the terms and conditions hereof.

2. TERMINATION OF ESCROW

(a) The escrow shall terminate once all transactions identified in the Agreement are consummated. Upon successful completion of the Agreement, the Escrow Agent shall deliver the Purchase Money to FORTUNO as payment for the Services Fee in Agreement.

3. DUTIES

(a) Escrow Agent shall be under no duty to give the Purchase Money held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder, or to accrue or pay any interest thereon.

(b) Escrow Agent shall not be liable to BUYER or FORTUNO, except for its own respective gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, and BUYER and FORTUNO shall indemnify and hold harmless Escrow

Agent from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement.

(c) Escrow Agent has not offered any legal advice and shall remain a neutral third-party throughout until the escrow is terminated.

Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.

(d) Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(e) Escrow Agent does not have any interest in the Purchase Money deposited hereunder but is serving as escrow holder only and having only possession thereof. BUYER and FORTUNO agree to indemnify and hold harmless Escrow Agent from and against any claims, charges, liabilities, expenses, costs, suits, or other responsibility for any taxes or similar charges.

(f) Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of the Purchase Money.

(g) Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to the Purchase Money.

(h) Escrow Agent may at any time resign as such by delivering the Purchase Money to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement.

4. LIMITED RESPONSIBILITY

This Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement.

5. NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses as indicated above.

6. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS

This Agreement shall be governed by the law of the State of Utah, without regard to any conflicts of law principles thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the federal or state courts located in the State of Utah, County of

Salt Lake, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

7. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same.

8. WAIVER

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

9. EXCLUSIVE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements among the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the parties hereto.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed and delivered this Escrow Agreement as of the date first written above.

Escrow Agent:

Vincent & Rees, L.C.

By: _____

Print Name: _____

Fortuno, Inc.

By: _____

Print Name: _____

Buyer

By: _____

Print Name: _____