



Congratulations on your decision to set yourself apart from the crowd and ensure a VIP purchasing experience. Reservation Holders will receive detailed information about the Condominiums at TRUMP OCEAN RESORT, BAJA MEXICO, Punta Bandera on a priority basis as that information becomes available. By the time the properties are released for sale, all prospective purchasers will have all of the information necessary to make an educated decision about this incredible opportunity.

### EXCLUSIVE PRIORITY RESERVATION PROGRAM INSTRUCTIONS

Please follow these procedures to execute your “**Exclusive Priority Reservation Agreement**”.

1. Print your name and contact information in the “Prospective Purchaser” section of the Reservation Agreement.
2. Please sign your name on the “Prospective Purchaser” line at the bottom of the Reservation Agreement & add any other person or persons with whom you may be planning to purchase. Only names listed on the Reservation Agreement will be allowed to purchase with you on the Sales Selection Day.
3. Please fill out a Reservation Deposit Check in the amount of **\$5,000** payable to “**Southland Title**” alternatively we encourage you to consider wiring funds to:

**Credit to:** Southland Title  
5550 Baltimore Dr, Suite #100  
La Mesa, CA 91942

**Escrow Officer:** Janice Monastra  
**Bank Name:** Union Bank of California, Attn: Financial Services  
**Bank Address:** San Diego, CA 92101 Telephone: (800) 849-6466 Option 3  
**Routing No:** 122000496  
**Account No:** 9100899458

*Please reference the full name listed on Reservation Agreement*

4. Please **FAX** your Exclusive Priority Reservation Agreement and copy of your **\$5,000** Reservation Deposit Check or Wire Confirmation, to us at **(800) 361-6271**.
5. We will need to receive your actual Reservation Agreement and Reservation Deposit Check within three business days of your fax submittal, please mail the original to:

**Trump Ocean Resort, Baja Mexico**  
**Attention: Brendan Mann**  
**5667 Linda Rosa Avenue**  
**La Jolla, CA 92037**

Please remember, making a reservation does NOT obligate you to purchase, nor does it guarantee that a suite will be available for you to purchase. In the event that you do not select a Condominium for any reason, your Reservation Deposit will be completely refunded, upon your written request.

If you have any questions, please do not hesitate to contact us, toll free at (866) 858-8736, Ext. 227.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Aurafreed', written in black ink.

**Aura Urrutia - Reed**  
**Project Operations Manager**  
**TRUMP OCEAN RESORT, BAJA MEXICO**  
S&P Destination Properties  
Toll Free: (866) 858-8736  
In Mexico: 001-883-858-8736  
Fax: (800) 361-6271 - Cell: (619) 754-1185

**THIS IS NOT AN OFFERING FOR SALE AND NOTHING IN THIS AGREEMENT OR IN ANY OF THE MARKETING MATERIALS WILL BE CONSTRUED AS AN OFFERING FOR SALE. THIS AGREEMENT IS LIMITED TO THE RIGHTS SPECIFICALLY PROVIDED HEREIN AND DOES NOT CONSTITUTE AN AGREEMENT, RIGHT OR OBLIGATION TO PURCHASE OR SELL AND IS NOT A LETTER OF INTENT OR ANY SIMILAR INSTRUMENT.**

THIS EXCLUSIVE PRIORITY RESERVATION AGREEMENT ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the below-named Trustee (according to the instruction of the below-named Developer) and Prospective Purchaser.

**PARTIES**

**Trustee:** Banco J.P. Morgan, S.A., Institución de Banca Múltiple, J.P. Morgan Grupo Financiero, División Fiduciaria, in its capacity as trustee under the Irrevocable Security Trust Agreement No. F/00292, dated March 7, 2006  
Paseo de las Palmas No. 405, 16 Floor  
Colonia Lomas de Chapultepec  
Delegación Miguel Hidalgo  
Mexico City, 11000  
Mexico  
Attention: Javier Aguilar  
Telephone: (52 55) 5540-9301  
Facsimile: (52 55) 5283-1620

**According to the instruction provided by:**

**Developer:** PB Impulsores, S. de R.L. de C.V., a limited liability company incorporated according to the laws of Mexico  
Paseo de los Tamarindos 60  
Bosques de las Lomas  
05120 Mexico, D.F.  
Mexico  
Attention: Jorge Torres  
Telephone: (52 55) 1105-0600  
Facsimile: (52 55) 1105-0690

**Prospective Purchaser/s:** *Name/s:* \_\_\_\_\_

*Courier Address:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Primary Telephone:* \_\_\_\_\_ *Secondary Telephone:* \_\_\_\_\_

*Email:* \_\_\_\_\_ *Facsimile:* \_\_\_\_\_

**Broker:** S&P Destination Properties  
1934 Meridian Blvd.  
PMB 569  
Mammoth Lakes, California 93546  
Telephone: (604) 909-2111  
Facsimile: (604) 909-2150

**Escrow Agent:** Land America Southland Title  
5550 Baltimore Drive, Suite 100  
La Mesa, CA 91942  
Attn: Janice Monastra  
jmonastra@southlandtitle.com  
Telephone: (619) 589-1492  
Facsimile: (858) 499-860

## RECITALS

A. Developer is the developer of Trump Ocean Resort, Baja Mexico, located at Km 15.985 of the scenic highway Tijuana-Ensenada in the State of Baja California, Mexico.

B. Developer intends to offer resort condominiums for sale at Trump Ocean Resort, Baja Mexico. The condominiums which are the subject of this Agreement are referred to herein as the “Condos”.

C. Developer is willing to give limited priority selection rights for the Condos to prospective purchasers who enter into this Agreement and make a priority selection deposit as specified herein.

## AGREEMENTS

**1. Selection Process.** At such time as Developer is prepared to enter into Real Estate Promise of Purchase Contracts for the Condos (“Purchase Agreements”), Developer will provide Prospective Purchaser with at least three (3) days prior written or electronic notice, as determined in the sole and absolute discretion of Developer (“Selection Notice”), identifying the date of the selection event (“Selection Day”) and the Condos which are available for purchase. The Selection Notice will also identify the Prospective Purchaser’s time for making the selection (“Selection Time”) and the place and process for completing the selection. Prospective Purchaser will have the right to enter into a Purchase Agreement for up to two (2) Condos from those Condos remaining after prospective purchasers with prior Selection Times have had their opportunities to select a Condo(s); provided, however, that in the event Prospective Purchaser desires to purchase more than two (2) Condos, they must do so by submitting multiple “Exclusive Priority Reservation Agreements”, each of which will be processed separately in accordance with the terms herein and therein.

Prospective Purchaser’s selection shall be in accordance with procedures to be established by Developer to ensure that all prospective purchasers have an opportunity to select a Condo(s) based upon their respective Selection Times as established by Developer.

Prospective Purchaser understands that no obligation exists to purchase any Condo until a “subsequent affirmative action” is taken by Prospective Purchaser through the execution of a Purchase Agreement.

**2. Purchase Price.** Final pricing has not been determined for the Condos, but it will be set forth immediately prior to the Selection Day.

**3. Deposit.** Concurrent with execution of this Agreement, Prospective Purchaser shall tender to Broker the sum of Five Thousand Dollars (\$5,000) to be deposited with Escrow Agent (“Reservation Deposit”). The Reservation Deposit shall be held by Escrow Agent in a non-interest bearing account. The Reservation Deposit shall be converted to an earnest money deposit when Developer and Prospective Purchaser enter into a Purchase Agreement for the Condo selected by Prospective Purchaser.

**4. Purchase Agreement.** On the Selection Day, Prospective Purchaser and the Trustee or Developer (or an affiliate thereof) may enter into a Purchase Agreement for the Condo selected by Prospective Purchaser. The Purchase Agreement shall be Developer’s standard form for sales of Condos within Trump Ocean Resort, Baja Mexico. In the event that the parties fail to enter into a Purchase Agreement, this Agreement shall terminate. In that event, the Reservation Deposit shall be refunded to Prospective Purchaser.

**5. Order of Priority.** Provided that the Reservation Deposit has not been returned and this Agreement has not been cancelled, Prospective Purchaser will qualify for a Selection Time for the potential purchase of a Condo based upon the following set of procedures:

**A.** Priority status for Selection Times shall be given to the following three (3) groups: any current partner, employee or associate of developer, or any employee, agent, or associate of S&P Destination Properties Inc. and (ii) prospective purchasers who have previously purchased units at other Irongate projects (as determined by Irongate in its sole and absolute discretion) (“Irongate Customers”) and (iii) prospective purchasers who are current customers of Broker (as determined by Broker in its sole and absolute discretion) (“Broker Customers”);

**B.** Broker shall, periodically and in its sole and absolute discretion, gather together all the names of the persons who have executed the “Exclusive Priority Reservation Agreements” since the last time Broker determined the Selection Orders (as defined below) (with each such period of time being a “Selection Period”, and, collectively, all such periods of time being the “Selection Periods”, and it further being estimated that there will be between five (5) and twelve (12) distinct Selection Periods prior to the Selection Date) and separate these names into the following two (2) distinct categories: (i) one (1) containing the names of all of the Irongate Customers and Broker Customers who have executed and delivered to Broker the “Limited Priority Reservation Agreements” in accordance with the terms set forth therein, but who have not yet been placed in a Priority Purchaser Selection Order (as defined below) (the “Priority Purchasers”) and (ii) one (1) containing the names of all the other prospective purchasers who have executed and delivered to Broker the “Exclusive Priority Reservation Agreements” in accordance with the terms set forth therein, but who have not yet been placed in an Other Purchaser Selection Order (as defined below) (“Other Purchasers”);

**C.** For each such Selection Period, Broker will

**a)** first, draw the names of the Priority Purchasers, at random, to determine the order of the Selection Times for the Priority Purchasers (the “Priority Purchaser Selection Order”) and

**b)** second, draw the names of the Other Purchasers, at random, to determine the order of the Selection Times for the Other Purchasers (the “Other Purchaser Selection Order”, together with the Priority Purchaser Selection Order, the “Selection Orders”).

**D.** In determining the final order of Selection Times for all prospective purchasers, Broker will take into consideration both the Priority Purchaser Selection Order and the Other Purchaser Selection Order for all Selection Periods. The Priority Purchaser Selection Orders for all Selection Periods shall be grouped together in the order in which they were determined, starting with the first Selection Period and ending with the last Selection Period (the “Final Priority Purchaser Selection Order”). Similarly, the Other Purchaser Selection Orders for all Selection Periods shall be grouped together in the order in which they were determined, starting with the first Selection Period and ending with the last Selection Period (the “Final Other Purchaser Selection Order”). The final order of Selection Times shall start with the first person in the Final Priority Purchaser Selection Order and end with the last person in the Final Other Purchaser Selection Order (“Final Selection Order”). Therefore, no Other Purchaser shall have a selection time that is earlier than any Priority Purchaser.

**E.** Prospective Purchaser acknowledges that the number of Selection Times assigned may exceed the number of available Condos and that the assignment to the Prospective Purchaser of a Selection Time does not ensure that Prospective Purchaser will have an opportunity to purchase a Condo.

**6. Termination.** This Agreement may be terminated by either party by written notice at any time. Such termination shall be without further liability or obligation to either Developer or Prospective Purchaser. Providing the funds have cleared the Prospective Purchasers' financial institution with confirmation by Escrow Agent, the Reservation Deposit shall be refunded to Prospective Purchaser by Escrow Agent.

**7. No Assignment.** This Agreement and the rights and privileges described herein are solely for the benefit of Prospective Purchaser and may not be assigned in any fashion by Prospective Purchaser. Any attempt to so assign this Agreement shall result in it being terminated and of no further force or effect, and the Reservation Deposit shall be promptly returned to Prospective Purchaser.

**8. Multiple Condos.** In the event that Prospective Purchaser desires to obtain selection rights with respect to more than two (2) Condos, an additional "Exclusive Priority Reservation Agreement" shall be required for each such additional set of Condos.

**9. Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to this Agreement shall be determined by arbitration in Los Angeles, California or Tijuana, Mexico, as determined by the party commencing such arbitration, before a sole arbitrator in accordance with the laws of the State of California. The arbitration shall be administered by Judicial Dispute Resolution pursuant to its streamlined arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator shall, in the award, allocate all of the costs of the arbitration including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

**10. Notice.** Notices under this Agreement shall be in writing and shall be addressed to the parties at the addresses shown on pages 1 and/or 2 herein, as applicable. If mailed, a notice shall be effective on the third (3rd) day after deposit in the U.S. Mail. Otherwise, notices shall be effective when delivered. Notices may also be delivered by facsimile and/or email and shall be deemed effective on the day they are sent. Any party may change its address for notices by providing notice of such change in accordance with this Section.

**11. Applicable Law.** This Agreement shall be governed and construed under the laws of the State of California.

**12. No Third Party Benefit.** This Agreement is intended for the exclusive benefit of the parties and nothing contained herein shall be construed as creating any rights or benefits in or to any third party and shall not be enforceable by any third party.

**13. Amendment.** This Agreement may only be amended by a writing signed by both parties.

**14. Counterparts.** This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed an original, but all together shall be only one (1) document. Signatures to this Agreement may be delivered by facsimile transmission, which transmission copy shall be considered an original and shall be binding and enforceable against the parties.

**15. Captions.** The captions of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.

EXECUTED as of the day and year first above written.

**PROSPECTIVE PURCHASER/S:**

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

S&P Team Member: \_\_\_\_\_

Co-Op Agent: \_\_\_\_\_

Co-Op Brokerage: \_\_\_\_\_

\_\_\_\_\_

**TRUSTEE:**

Banco J.P. Morgan, S.A.,  
Institución de Banca Múltiple, J.P. Morgan Grupo Financiero,  
División Fiduciaria,  
in its capacity as trustee under the Irrevocable Security Trust  
Agreement No. F/00292, dated March 7, 2006  
According to the instruction provided by the Developer:  
PB Impulsores, S. de R.L. de C.V.,  
a limited liability company incorporated according to the laws of  
Mexico.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Office Use Only:**

Date Received: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Amount: \_\_\_\_\_

Check Number: \_\_\_\_\_

Wire Confirmation: \_\_\_\_\_