

Reservation Escrow Agreement

(GF # _____)

THIS RESERVATION AGREEMENT is dated this _____ day of _____, 200 __, by and between _____ ("FUTURE ASSIGNOR") with an address at _____, _____ ("FUTURE ASSIGNEE"), with an address at _____ and Las Palomas Resales ____, by its duly authorized representative Jon Mirmelli ("AGENT") with an address at _____. The Parties hereto mutually desire to name STEWART INFORMATION INTERNATIONAL, as the Escrow Agent, to provide the services described herein, with an address at Stewart Information International, 1990 Post Oak Blvd., Suite 100, Houston, Texas 77056.

The real property which is the subject of this Agreement is located in Las Palomas Seaside Golf Community Condominiums and is described as Building _____, Unit ____, Puerto Peñasco, Sonora, Mexico (the "Property").

The Parties mutually desire to create an escrow account with Escrow Agent for the purpose of receiving, holding, administering and distributing the funds deposited as required herein (the "Escrowed Funds"), subject to the terms and conditions set forth below. In addition, the Parties hereby agree to provide Escrow Agent with three (3) government issued forms of identification. In the event that one or both of the parties is/are a Corporation, such party(ies) shall provide Escrow Agent with a copy of the Articles of Incorporation, Corporate Bylaws, if a Mexican Corporation, Corporate Resolution and/or power of attorney, if applicable, which grants legal authority to the authorized signatory to act as the legal representative for matters related to escrow and sign on behalf of the Corporation.

The FUTURE ASSIGNEE shall deposit with Stewart Information International, (Escrow Agent), the total sum of \$5,000.00 (Five Thousand U.S. dollars and No Cents), in Escrow Agent's escrow account at Wells Fargo Bank, NA, as a Non-Refundable Reservation Deposit for the purchase of Building _____, Unit ____, at Las Palomas Seaside Golf Community Condominium, Puerto Peñasco, Sonora, Mexico. The Parties agree that upon fully executing this Agreement they will provide Escrow Agent with a copy of the fully executed Letter of Intent prior to or at such time that the FUTURE ASSIGNEE deposits the Non-Refundable Reservation Deposit into the Escrow Account.

Wiring Instructions for the Escrow Account are as follows:

Bank: Wells Fargo Bank, N.A.
ABA: 121000248
Account: 4030000772
Beneficiary: Stewart Information International Escrow Account
For international wires, the SWIFT code is WFBIUS6S

Escrow Agent is hereby instructed to deposit the Reservation Deposit in a non-interest bearing escrow account.

If FUTURE ASSIGNEE decides to move forward with the Purchase of the property, FUTURE ASSIGNOR and FUTURE ASSIGNEE shall execute a new escrow agreement which shall replace the Reservation Escrow Agreement. This Agreement will then expire and be of no further force or effect.

As payment for the services performed by Escrow Agent pursuant to this Agreement, AGENT hereby agrees to pay Escrow Agent an amount equal to US\$200.00 cancellation fee which shall be deducted from the AGENT's proceeds in the event that all parties mutually terminate the reservation agreement. Once the terms of the reservation agreement have been met and the parties execute an Escrow Agreement to purchase the property, Escrow Agent will receive

payment from FUTURE ASSIGNOR for services performed in the amount equal to US\$500.00. In the event the FUTURE ASSIGNEE decides to obtain third party financing, the escrow fee will be \$750.00. Escrow Fee will be paid to escrow agent on or before the closing date.

FUTURE ASSIGNEE acknowledges that the Reservation Deposit is fully non-refundable and that in the event of cancellation by FUTURE ASSIGNEE, the Parties shall provide Escrow Agent written, executed notice advising Escrow Agent to release said funds to the AGENT.

Note: All notices to be given under this Reservation Agreement shall be made in writing, be executed by all Parties and shall be delivered to the parties at the addresses listed below, by mail, by fax, or by personal delivery. This Reservation Agreement may be executed in multiple counterparts, each of which when placed together, shall constitute one agreement. Facsimile signatures of the parties shall be accepted as original signatures.

Limitation of Liability of Escrow Agent. Escrow Agent shall not be liable for anything that Escrow Agent may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct. Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of any escrow established pursuant to this Reservation Agreement, or any documents, instructions or directions received by the Escrow Agent hereunder. AGENT and FUTURE ASSIGNEE agree to indemnify, protect, defend and hold Escrow Agent harmless from all losses, costs, damages, liabilities, expenses and attorneys' fees suffered or incurred by Escrow Agent as a result of any and all claims asserted against Escrow Agent with respect to any act or omission by Escrow Agent taken in good faith in any and all matters covered by this Reservation Agreement in accordance with the instructions or directions set forth herein, except as caused by Escrow Agent's gross negligence or willful misconduct.

All payments required to be made by Escrow Agent under this Reservation Agreement shall be made within two (2) business days of Escrow Agent's receipt of written notice or demand therefore.

By the execution hereof, the undersigned Parties fully agree to the terms of this Agreement.

Executed this the _____ day of _____, 2005.

FUTURE ASSIGNOR:

FUTURE ASSIGNEE:

Social Security # or Tax I.D. #

Social Security # or Tax I.D. #

AGENT:

AGENT's Social Security # or Tax I.D. #

STEWART INFORMATION INTERNATIONAL, as Escrow Agent

By: _____
Printed Name