

PRIORITY DEPOSIT AND RESERVATION AGREEMENT
Beach Villas at Ko Olina

PURCHASER(S) _____

PERMANENT ADDRESS _____

PHONE NUMBER _____

E-MAIL ADDRESS _____

LOCAL ADDRESS _____

LOCAL PHONE NUMBER _____

DEPOSIT: \$50,000 **Payable to Island Title Corporation** ("Deposit")

DOWN PAYMENT: If Purchaser executes a Sales Contract (as defined below), the Deposit will become the deposit under that Sales Contract.

1. Deposit. Purchaser has deposited the amount shown above to reserve an opportunity to attend the Priority Selection Event, as hereinafter defined, for the Beach Villas at Ko Olina condominium project (the "Project"). The Deposit will be held in escrow by Escrow Agent, as hereinafter defined, pursuant to an Escrow Agreement between Centex Homes, a Nevada general partnership, dba Centex Destination Properties ("Seller") and Escrow Agent, dated April 27, 2005. Island Title Corporation, having an address of 1132 Bishop Street, Suite 400, Honolulu, Hawaii, 96813 ("Escrow Agent"), will deposit and disburse the Deposit in accordance with this Priority Deposit and Reservation Agreement. **The Deposit must be payable to Island Title Corporation.** Nothing contained herein shall grant Purchaser a right or interest in any apartment. Purchaser expressly acknowledges that this Priority Deposit and Reservation Agreement does not give any rights to Purchaser to purchase any specified apartment, or any apartment within the Project whatsoever. Moreover, Purchaser hereby expressly waives any and all rights to any apartment that may be implied under this Agreement.

2. Refund. This Priority Deposit and Reservation Agreement does not bind or oblige Purchaser to purchase an apartment or Seller to sell an apartment. This Priority Deposit and Reservation Agreement reserves for Purchaser, as long as Escrow Agent continues to hold the Deposit, an opportunity to participate in an event at which Purchaser may have an opportunity to purchase an apartment, all as more fully set forth below ("Priority Selection Event"). Escrow Agent will grant Purchaser an immediate, unqualified refund of the Deposit, upon written request of Purchaser to Seller, or upon the written request of Seller to Escrow Agent. Seller shall promptly send to Escrow Agent copies of all requests from Purchaser sent directly to Seller. The parties hereto shall be entitled to no other remedy. Purchaser hereby expressly waives any other remedies at law or in equity with respect to this Agreement, including, but not limited to, specific performance and monetary damages in the event Purchaser is not given the opportunity to purchase an apartment through the Priority Selection Event or otherwise.

3. Purchaser's Financial Capacity. Seller reserves the right to require that Purchaser provide evidence acceptable to Seller, in its sole and absolute discretion, of Purchaser's financial capacity to close the purchase of Purchaser's desired apartment or apartments from a bank or lending institution acceptable to Seller. If Purchaser does not provide such evidence by the date specified in a request from Seller or provides such information, but it is not acceptable to Seller, then Seller may terminate this Priority Deposit and Reservation Agreement and cancel Purchaser's Priority Position.

4. Apartment Choice: Closing Timing. Purchaser acknowledges that Seller, at its sole discretion, will assign a position to Purchaser and to other prospective purchasers based upon several factors to be considered by Seller, including, but not limited to, Seller's determination of Purchaser's ability to close the purchase and sale of the apartment, the date upon which Purchaser entered into this Priority Deposit and Reservation Agreement and whether Purchaser is an existing owner of an apartment at the Project ("Priority Position"). Purchaser hereby acknowledges that because of the many factors to be considered by Seller in its sole discretion, there is no way to ensure Purchaser that Purchaser will have the opportunity to purchase an apartment. Purchaser hereby expressly waives his/her rights to challenge any Priority Position assigned to Purchaser. If Purchaser's Priority Position enables Purchaser to choose an apartment at the Priority Selection Event, Purchaser will have the opportunity to choose from all apartments then available. Purchaser currently designates apartments _____, _____ and _____ as the 3 apartments Purchaser is currently most interested in even though such designation shall not be binding upon Purchaser in any manner.

Seller will provide Purchaser notice of the date and time of the Priority Selection Event. If Purchaser does not receive notice of the Priority Selection Event, it will not nullify or otherwise impact the validity of the Priority Selection Event, nor will Purchaser have any claim against Seller because Purchaser shall not have received notice of the Priority Selection Event. At the Priority Selection Event, each purchaser, based on his/her Priority Position, will be given the opportunity, subject to availability, to select one apartment and sign a Sales Contract and related sales documents ("Sales Contract"), on Seller's standard forms, with respect to the selected apartment. If Purchaser desires to have an opportunity, subject

to availability and priority Position, to select more than one apartment and sign a Sales Contract for such apartments, then for each such additional apartment, Purchaser must execute a separate Priority Deposit and Reservation Agreement and pay an additional \$50,000.00 Deposit. If Purchaser elects to purchase apartments (a) Purchaser must sign and return the Sales Contract for each apartment to Seller at the Priority Selection Event; and (b) the Deposit under the Priority Deposit and Reservation Agreement shall become the Deposit due under the Sales Contract. Only the undersigned Purchaser(s) will be permitted to be the Purchaser under the Sales Contract. Once the Sales Contract has been signed, Purchaser may not assign any interest in the Sales Contract, add other parties or remove parties from the Sales Contract without Seller's prior written consent which may be given or withheld in Seller's sole and absolute discretion.

This Priority Deposit and Reservation Agreement shall automatically terminate and expire unless, at the Priority Selection Event, a Sales Contract has been received by Seller from Purchaser on Seller's standard form, completed and signed by Purchaser without modification. The Deposit paid hereunder shall be returned to Purchaser upon the occurrence of any of the following: (a) The receipt by Seller or Escrow Agent of a written request for refund signed by Purchaser and specifically releasing any and all right to participate in the Priority Selection Event which Purchaser may have; (b) Purchaser's failure to sign a Sales Contract at the Priority Selection Event; or (c) Seller's election to terminate this Priority Deposit and Reservation Agreement.

If Purchaser is unable to attend the Priority Selection Event in person, Purchaser may participate in the process via Power of Attorney using a form provided by Seller with this Priority Deposit and Reservation Agreement, provided that, prior to the Priority Selection Event, (a) if requested by Seller, Purchaser has provided and Seller has approved Purchaser's evidence of financial capacity and (b) Purchaser has deposited with Escrow Agent an amount equal to \$50,000. If Purchaser is unable to participate in the Priority Selection Event, Purchaser shall lose his/her Priority Position and priority of selection.

If Purchaser and Seller execute a Sales Contract, the Closing under that Sales Contract shall be on a date and a time selected by Seller which Seller anticipates will occur no more than forty-five (45) days after the mutual execution of the Sales Contract.

5. Purchase Price/Availability. Purchaser acknowledges and agrees that Seller has not yet established a Purchase Price for the apartment and that Seller shall have the right, in Seller's sole and absolute discretion, to establish the Purchase Price for the apartment in such amount to be set forth in the Sales Contract. NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY SELLER FOR ANY APARTMENT OR THAT ANY PARTICULAR APARTMENT, OR ANY APARTMENT AT ALL, WILL BE AVAILABLE TO PURCHASER AT THE PRIORITY SELECTION EVENT, SINCE DEMAND FOR APARTMENTS MAY EXCEED THE THEN AVAILABLE APARTMENTS. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER RESERVES THE RIGHT TO (a) POSTPONE, MODIFY OR CANCEL THE PRIORITY SELECTION EVENT AT ANY TIME, (b) SELL ANY OR ALL OF THE APARTMENTS AT THE PROJECT AT ANY TIME PRIOR TO OR AFTER THE PRIORITY SELECTION EVENT AND/OR (c) ADJUST THE NUMBER OR IDENTITY OF THE APARTMENTS TO BE OFFERED AT THE PRIORITY SELECTION EVENT.

6. Cancellation by Seller. Purchaser acknowledges that Seller may refund Purchaser's Deposit hereunder and cancel this Priority Deposit and Reservation Agreement as set forth herein at Seller's sole and absolute discretion.

7. Brokerage.

(a) Centex Homes dba Centex Destination Properties, a Nevada general partnership, is also a licensed Hawaii real estate broker and represents only itself as Seller in this transaction, and not Purchaser. By executing this Priority Deposit and Reservation Agreement, Purchaser acknowledges and confirms that oral or written disclosure of such representation is hereby being provided to Purchaser before the signing of this Priority Deposit and Reservation Agreement.

(b) Purchaser is represented by _____, who is a licensed real estate agent with _____ under the laws of the State of _____. If Purchaser leaves the above line blank, Purchaser understands that Purchaser is making a representation Purchaser is not represented by a broker, and that no commission will be paid to any broker later introduced to the transaction by Purchaser. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any claims made for a commission or other compensation by any broker or representative not expressly named above. No commission or other compensation shall be paid by Seller unless and until the broker named above (if any) executes Seller's standard form of Cooperating Brokerage Agreement.

8. No Assignment. Purchaser shall not assign its rights under this Priority Deposit and Reservation Agreement, and any assignment or attempted assignment by Purchaser shall cause this Priority Deposit and Reservation Agreement to be void, whereupon the Deposit shall be returned to Purchaser.

9. Miscellaneous. Oral representations and agreements are not binding on Seller. Seller reserves the right to adopt additional rules and regulations with respect to participation in the Priority Selection Event. Seller reserves the right to conduct sales in advance of the Priority Selection Event. Seller reserves the right to grant priority to individuals and entities who have participated in Seller's Priority Selection Events, existing owners at the Project, and employees of Centex Homes and its affiliates. This Priority Deposit and Reservation Agreement shall not constitute an offer or solicitation in any state where prior registration is required, unless Seller shall have registered in such states, and Priority

Deposit and Reservation Agreements from residents of such states may be rejected by Seller. In such event, the Deposit shall be refunded to Purchaser. This Priority Deposit and Reservation Agreement is void where prohibited by law. Seller's determinations as to priority and other matters are final.

SELLER:

CENTEX HOMES, a Nevada general partnership

By CENTEX REAL ESTATE CORPORATION, a Nevada corporation
Its Managing Partner

By _____

Name: _____

Its: _____, Hawaii Division

PURCHASER:

Signature(s): _____

Print Name(s): _____

Purchaser has paid the Deposit by:

Check No. _____. **Checks must be payable to Island Title Corporation**

RECEIPT DATE AND TIME

SALES EXECUTIVE

Signature: _____

Printed Name: _____

Date: _____

Time: _____

By: _____