TOWNHOMES AS HIDDEN HARBOR
RESERVATION AGREEMENT

THIS RESERVATION AGREEMENT ("Agreement") is made and entered into by and between 1245 West Eau Gallie Partners LLC, a Florida limited liability company ("Developer") and ____ ("Potential Purchaser," collectively if more than one) as follows:

WHEREAS Developer is the owner of certain real property located in Brevard County, Florida which Developer is in the process of developing and bringing to market, including certain lands to be included within what Developer plans to call "Townhomes at Hidden Harbor , a planned unit development" ("THH" or the "Project"), as depicted in various renderings, brochures, and other marketing materials produced by Developer to raise awareness about the project, as maybe updated, modified and changed from time to time; and

WHEREAS Potential Purchaser acknowledges that the Project is still within the planning stages and is subject to governmental approvals by various agencies and jurisdictions, and is subject to change for legitimate business reasons as determined by Developer in its sole and absolute discretion as influenced by unpredictable market forces including cost and availability of materials and labor etc. at an undetermined date in the future; and

WHEREAS Potential Purchaser, notwithstanding the foregoing, wishes to demonstrate Potential Purchaser's interest in purchasing one of the townhome sites within THH by entering into this Agreement;

NOW, THEREFORE, subject to the terms, covenants, and conditions contained in this Agreement, and for and in consideration of the payment of the earnest money deposit hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Potential Purchaser and Developer mutually covenant and agree, as follows:

IT IS THEREFORE AGREED

1. Reservation Request. Potential Purchaser requests the opportunity to purchase from Developer Unit # ___ located at ________________________________. FL within THH on such terms as Developer would otherwise offer to the general public at such time as the Developer would otherwise be ready to release the property for sale to the general public in the absence of this Agreement. At the time of this Agreement, Developer intends to offer the said Unit at an undetermined point in the future for the base sale price of $____________ (of which is subject to change and shall not be binding until such time as a Contract is entered into) and on such terms as to be stated in Developer's written contract for purchase and sale ("Contract). Developer reserves the right to take backup reservations for the Unit.

2. Deposit and Receipt. Within three (3) business days after the execution and delivery of this Agreement, Potential Purchaser shall deposit the sum $____________ ("Funds") with The Closing Agent, LLC.("Escrow Agent") via wire transfer only (no checks). Escrow Agent shall hold the Funds in a non-interest-bearing account in an institution insured by the FDIC. Escrow Agent may not otherwise release the Funds unless a Contract is entered into by the Potential Purchaser and Developer authorizing the applying of the Funds

to the Contract or in the event of the termination of this Agreement according to the terms hereof.

3. Escrow Agent Duties: Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent except for gross negligence or willful misconduct. The Escrow Agent shall not be bound by any notice or demand unless evidenced by a writing delivered to Escrow Agent signed by the proper party or parties. Developer and Potential Purchaser hereby agree to indemnify, defend and hold Escrow Agent harmless from anyand all loss, claim liabilities, damages, fees, attorney's fees, or costs, arising under or from the transaction contemplated herein; provided,however, that the indemnification and hold harmless covenant shall not extend to any claims, liabilities, costs, etc. which result from Escrow Agent's gross negligence or willful misconduct. In the event of conflicting claims of entitlement to the Funds, Escrow Agent may at its sole election, continue to hold the funds indefinitely until receipt by Escrow Agent of mutually agreed upon written instructions signed by both parties hereto as to the disposition of the funds or a final judgment (after exhaustion of any appellate rights) of a court of competent jurisdiction; alternatively Escrow Agent may deposit the funds with the Clerk of the Circuit Court in interpleader, with Escrow Agent's attorney's fees and costs being paid from the Funds, whereupon Escrow Agent shall have no further liability hereunder.

4. First Right To Enter Into Contract: When the Unit is available for purchase, Developer shall give notice to Potential Purchaser by providing to potential Purchaser the Contract. No assurance is given hereby as to the final purchase price to be offered in the Contract. Potential Purchaser shall have five (5) business days after receiving the Contract to execute same. If the Contract is executed by Potential Purchaser in such five (5) business day timeframe, this Agreement shall automatically terminate without any notice to Potential Purchaser and the Funds shall be applied as part of the deposit as reflected in the Contract.

5. Developer's Right Of Termination: Should Potential Purchaser fail to execute the Contract within the five (5) business day timeframe as set forth above, this Agreement shall automatically terminate. At any time prior to the execution of a Contract, Developer shall have the right to terminate this Agreement for any reason whatsoever, in Developer's sole and absolute discretion, including but not limited to (i) Developer's determination, in Developer's sole and absolute discretion, that it will not construct the Project, or the applicable phase, if any, in which the Unit was to be located, (ii) the commencement of construction will be delayed for any reason beyond Developer's preferred commencement date, (iii) construction of the Project or Unit is no longer economically feasible' or (iv) Developer is unable to obtain all required governmental approvals, permits and changes necessary for the Developer's intended purpose of the Project.

6. AUTOMATIC TERMINATION: Further, in the event two (2) years have elapsed since the Effective Date of this Agreement and a Contract has not been executed by Developer and Potential Purchaser, this Agreement shall be treated as terminated and the Escrow Agent shall return the Reservation Deposit to the Potential Purchaser.

7. No Recordation: Potential Purchaser may not record this Agreement or any memorandum thereof in the real property records and any such recordation in violation of such restriction will automatically render this Agreement null and void.

8. Confidentiality: Potential Purchaser agrees to keep strictly confidential all information and specific details of this Unit, and Potential Purchaser will not make any disclosure thereof to any third party (other than legal, financial and accounting advisors and potential financing sources). Potential Purchaser acknowledges that Potential Purchaser's breach of this will cause irreparable and material loss and damage to Developer as to which it will not have an adequate remedy at law or in damages and that accordingly, the issuance of an injunction or other equitable remedy in favor of Developer is an appropriate remedy for any such breach in addition to such other rights and remedies as Developer may have with respect thereto. This section will survive the termination of this Agreement.

9. Assignability: This Agreement is personal to Potential Purchaser and Potential Purchaser shall not have the right to assign, transfer, pledge, mortgage or encumber this Agreement or its rights contained in this Agreement without Developer's prior written consent, such consent to be given or withheld in Developer's sole discretion, and any purported attempt to do so will be void and of no effect. Developer shall have the right to assign its rights and obligations under this Agreement without Potential Purchaser's prior written consent.

10. Termination: Either Potential Purchaser or Developer may terminate this Agreement at any time for any reason on or before execution of a Contract by delivering written notice of termination to Escrow Agent at the address given below. Upon receipt of a written notice of termination from either Potential Purchaser or Developer, Escrow Agent will grant Potential Purchaser an immediate, unqualified refund of the deposit monies (assuming Escrow Agent is not in receipt of a conflicting demand). Escrow Agent may not otherwise release the Deposit from escrow unless a Contract is signed by Potential Purchaser, authorizing the transfer of the Funds as a part of the Earnest Money Deposit for the purchase price. This Agreement shall have no further effect after the earlier of (i) termination of this Agreement; or (ii) the execution of a Contract;.

11. Limitation of Liability. Neither the Developer nor the Potential Purchaser have any liability hereunder until and unless the Potential Purchaser enters into a Contract with the Developer to purchase the Unit. This Agreement does not convey any legal or equitable title or interest in real property, but is solely for the purpose of assigning a priority for the Potential Purchaser’s potential future purchase of the Unit as stated herein, as applicable, when and if the Developer proceeds with the development of the Project. This Agreement is not a binding agreement for the purchase and sale of real property.

12. Acknowledgements. Potential Purchaser shall not rely on any representations relating to the Unit or Project other than those which may contained in the Contract.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed version of this Agreement, which has been transmitted by facsimile or electronic mail, shall be deemed to be an original.

14. Notices. All notices relating to this Agreement shall be in writing and shall be

personally delivered or sent by first class mail, certified, return receipt requested or electronic mail (with read receipt), or by commercial overnight courier. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed. The addresses and contact information of the parties are as follows:

Developer: 1245 West Eau Gallie Partners, LLC
230 Fifth Avenue
Indialantic, FL 32903
Email: Ryan@EndlessSummerRealEstate.com
Email: Mike@EndlessSummerRealEstate.com

Escrow Agent: The Closing Agent, LLC. Corporation
135 S. Courtenay Parkway
Merritt Island, FL
jgalbraith@theclosingagent.com

Potential Purchaser:

Name(s): ________________________________

Address: ________________________________

Email Address(es): ________________________________

Phone Number(s): __________________________________

IN WITNESS WHEREOF Developer, Potential Purchaser, and Escrow Agent have executed this Agreement on the date set forth below.

Developer:

1245 West Eau Gallie Partners, LLC,
a Florida limited liability company

____________________ ____
By: __________________ Date
As: Authorized Agent

Potential Purchaser:

Sign Name: ___________________ ____
Print Name:___________________ Date

Sign Name: ___________________ ____
Print Name:___________________ Date

Escrow Agent:

The Closing Agent, LLC.,
a Florida limited liability company

____________________ ____
By: __________________ Date
As: Authorized Agent