



RESERVATION AGREEMENT

Date: \_\_\_\_\_, 2008

**DEVELOPER:** Holiday Cove RV Resort, LLC, a Florida limited liability company

**PROJECT:** Holiday Cove RV Resort, a Land Condominium

**DEPOSITOR:** \_\_\_\_\_

**DEPOSITOR'S ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE** \_\_\_\_\_  
**EMAIL** \_\_\_\_\_

Depositor requests and Developer agrees to place Depositor's name on Developer's reservation list for Lot(s) \_\_\_\_\_, \_\_\_\_\_, at \$ \_\_\_\_\_ and \$ \_\_\_\_\_ respectively and dock # \_\_\_\_\_ and dock # \_\_\_\_\_ at \$ \_\_\_\_\_ and \$ \_\_\_\_\_ respectively of Holiday Cove RV Resort, a land condominium. Depositor shall be entitled to be notified of the availability of a formal Purchase and Sale Agreement for units in Holiday Cove RV Resort, a land condominium, prior to the offering of such units to the general public. Notification shall be deemed complete upon deposit in the U.S. mails, postage prepaid, a written statement of the availability of Purchase and Sale Agreements, addressed to the Depositor at the above address.

Developer acknowledges receipt of the sum of \$ \_\_\_\_\_ for each lot reserved, payable to Livingston, Patterson, Strickland & Siegel, P.A., 46 North Washington Boulevard, Suite 1, Sarasota, Florida 34236 (hereinafter referred to as "Escrow Agent"), as a reservation deposit. The Escrow Agent shall provide a receipt of the deposits to the Depositor. The Escrow Agent shall not be deemed to have received funds paid by check until final clearance of the check. The reservation deposit is subject to the following terms and conditions:

1. If for any reason Depositor, prior to entering into a binding Purchase and Sale Agreement with Developer, desires to withdraw his name from the reservation list before the signing of a Purchase and Sale Agreement, then this reservation request shall be cancelled and Depositor shall be entitled to an immediate unqualified refund of the deposit upon written request to either directly to Escrow Agent or to the Developer.

2. Depositor shall have the right to enter into a Purchase and Sale Agreement for the above unit(s) with Developer for the purchase price established in Developer's pre-sales price list in effect at the

time of notification of the availability of a formal Purchase and Sale Agreement. No assurance is given in this Agreement as to the purchase price to be stated in the Purchase and Sale Agreement. The Purchase and Sale Agreement shall be in the form used by the Developer in common with all other units in Holiday Cove RV Resort, a land condominium. However, this right shall terminate if Developer fails to develop Holiday Cove RV Resort, a land condominium, and offer units for sale to the general public, for any reason in Developer's sole discretion, on or before June 1, 2008. If Depositor fails or refuses to enter into the formal Purchase and Sale Agreement upon the earlier of June 1, 2008 or within ten (10) days of receipt of notification of the availability of a Purchase and Sale Agreement, then the deposit held by Escrow Agent shall be promptly returned to Depositor.

3. The Developer shall file condominium documents as required by Chapter 718, Florida Statutes, with the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation prior to entering into a binding Purchase and Sale Agreement or binding agreement for a lease of more than five (5) years.

4. Depositor shall receive a copy of any offering circular or prospectus, as well as any other documents required by Chapter 718, Florida Statutes, prior to entering into the formal Purchase and Sale Agreement with Developer or any Lease Agreement with Developer for more than five years.

5. In the event Depositor enters into a binding formal Purchase and Sale Agreement for the above unit(s), the reservation deposit shall be applied to the amount of the initial earnest money deposit (ten (10%) percent of the purchase price) required under the Purchase and Sale Agreement and shall thereafter be subject to the provisions of the Purchase and Sale Agreement and the provisions of Chapter 718, Florida Statutes.

6. Escrow Agent may place the reservation deposit in an interest bearing account, and any interest earned thereon shall accrue to the benefit of and be paid to Developer.

DEPOSITOR:

DEVELOPER:

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

Holiday Cove RV Resort, LLC, a Florida  
limited liability company

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

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

As its:\_\_\_\_\_