

PRIORITY RESERVATION AGREEMENT

THIS IS PRIORITY RESERVATION AGREEMENT Number _____ dated _____, 200__, between **LEE'S R.V. RESORT SALES, LLC**, a Florida limited liability company, whose address is 1610 S. Belcher Road, Largo, Florida 33771, ("Developer"), and the Prospective Purchasers named below.

The Developer gives the Prospective Purchasers the right to execute a purchase agreement for a Unit in the proposed condominium to be known as "**LEE'S R.V. RESORT, A CONDOMINIUM**", subject to this Agreement and the availability of unsold inventory, if any. **THIS AGREEMENT IS NOT A PURCHASE AGREEMENT FOR A SPECIFIC UNIT AND THE PROSPECTIVE PURCHASERS SHALL NOT HAVE ANY RIGHT OF ANY NATURE TO PURCHASE ANY UNIT IN LEE'S R.V. RESORT, A CONDOMINIUM UNLESS AND UNTIL THEY SIGN A PURCHASE AGREEMENT FOR A SPECIFIC UNIT.**

When they sign this Agreement, the Prospective Purchasers must pay a Reservation Deposit in the amount of Five Hundred and 00/100 (\$500.00) Dollars. **THE RESERVATION DEPOSIT MUST BE IN THE FORM OF A CHECK MADE PAYABLE TO WILLIAM J. KIMPTON, P.A. TRUST ACCOUNT, AND THE ESCROW AGENT MUST PROVIDE A RECEIPT TO THE PROSPECTIVE PURCHASERS ACKNOWLEDGING THAT THE ESCROW AGENT IS HOLDING THE RESERVATION DEPOSIT PURSUANT TO THE TERMS OF THIS AGREEMENT.** The Developer shall deliver to the Escrow Agent all sums received under this Agreement, to be held by the Escrow Agent in accordance with Section 718.202, Florida Statutes, and the Reservation Escrow Agreement between the Developer and the Escrow Agent, William J. Kimpton, P.A., 605 Palm Boulevard, Suite B, Dunedin, Florida 34698.

To purchase a Unit in LEE'S R.V. RESORT, A CONDOMINIUM, the Prospective Purchasers must meet with the sales representative of the Developer at the place, date and time designated by the Developer, and must at that time sign a purchase agreement and deliver a check for the initial deposit on the purchase price (the Reservation Deposit will be applied to the initial deposit when the purchase agreement is signed). If they do not sign the purchase agreement when requested by the Developer, the Prospective Purchasers understand and agree that they may not be able to purchase any Unit in LEE'S R.V. RESORT, A CONDOMINIUM. Also, the Developer may instruct the Escrow Agent to immediately return the Reservation Deposit to the Prospective Purchasers, and this Agreement will be cancelled and shall be of no further force or effect, and no party hereto shall have any further liability to any other.

The purchase agreement must be in the same names as the Prospective Purchasers, and may not be executed by or on behalf of a corporation, partnership, limited liability company, trust, or other entity. Only one Unit purchase shall be allowed per family and/or household. If two or more individuals enter into a purchase agreement, that will count as the one Unit purchase for all of those individuals.

The Developer has not yet established a purchase price for any of the Units or the exact benefits to be afforded, and the Developer, in its sole discretion and from time to time, shall have the right to establish the purchase price for each of the Units. **NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY THE DEVELOPER FOR ANY UNIT OR THAT ANY PARTICULAR UNIT, OR ANY UNITS AT ALL, WILL BE AVAILABLE TO THE PROSPECTIVE PURCHASERS FOR PURCHASE, SINCE THE DEMAND FOR UNITS, AND THE NUMBER OF PRIORITY RESERVATION AGREEMENTS OUTSTANDING, MAY EXCEED THE AVAILABLE UNITS BEING OFFERED BY THE DEVELOPER; OR THE DEVELOPER MAY DECIDE NOT TO UNDERTAKE THE OFFERING OF UNITS DESCRIBED IN THIS AGREEMENT.**

THE PROSPECTIVE PURCHASERS HAVE THE RIGHT TO AN IMMEDIATE, UNQUALIFIED REFUND OF THE RESERVATION DEPOSIT UPON WRITTEN REQUEST TO THE ESCROW AGENT OR THE DEVELOPER. The Prospective Purchasers may cancel this Agreement by sending written notice to either the Developer or the Escrow Agent, and the Escrow Agent shall immediately return the Reservation Deposit to the Prospective Purchasers, this Agreement shall be cancelled and shall be of no further force or effect, and no party hereto shall have any further liability to any other. Unless cancelled, this Agreement shall expire on the earlier of (a) one (1) year after the date hereof, or (b) execution of a purchase agreement for a Unit in LEE'S R.V. RESORT, A CONDOMINIUM.

This Agreement may also be cancelled by the Developer by sending written notice to the Prospective Purchasers and the Escrow Agent (a) at any time prior to the execution of a purchase agreement with the Prospective Purchasers; or (b) should the Developer for any reason elect not to commence or proceed with the construction of Lee's R.V. Resort improvements at all, or as presently intended. If the Developer cancels this Agreement, the Reservation Deposit shall be immediately refunded to the Prospective Purchasers by the Escrow Agent, this Agreement shall be of no further force or effect, and no party hereto shall have any further liability to any other party.

The Developer is required to file condominium documents with the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to entering into a binding purchase agreement or a binding agreement for a lease of more than five (5) years. The Prospective Purchasers have the right to receive all condominium documents as required by Chapter 718, Florida Statutes, before they sign the purchase agreement.

Real Estate Commissions will be paid to outside Brokers only if they have submitted to the Developer an executed Cooperating Broker Agreement provided by the Developer and the terms of that Agreement have been complied with. The Prospective Purchasers warrant that no brokers will be involved in the purchase or sale of the Unit except: _____.

This Agreement (1) shall have no force and effect and shall not be binding on the Developer or the Prospective Purchasers until it has been signed by all of them; (2) may not be changed or amended except in writing signed by both the Developer and the Prospective Purchasers; and (3) shall not be assigned by the Prospective Purchasers without the prior consent of the Developer. Time is of the essence with regard to all provisions in this Agreement.

THE PROSPECTIVE PURCHASERS REPRESENT THAT A COPY OF THIS RESERVATION AGREEMENT WAS DELIVERED TO THEM BEFORE IT WAS SIGNED, AND THAT THE PROSPECTIVE PURCHASERS HAVE READ THIS AGREEMENT IN ITS ENTIRETY.

PROSPECTIVE PURCHASER

Print Name: _____

PROSPECTIVE PURCHASER
Print Name: _____

Date Signed: _____

Address _____
Telephone # _____
Email: _____

LEE'S R.V. RESORT SALES, LLC
a Florida limited liability company

By: _____

Print Name: _____
As its duly authorized: _____

Date Signed: _____