

CAROLINIAN BEACH RESORT RESERVATION AGREEMENT

THIS RESERVATION AGREEMENT, made and entered into this _____ day of _____, _____, by and between Carolinian, LLC (hereinafter referred to as "Developer") and _____ (hereinafter referred to as "Prospective Purchaser").

WITNESSETH:

WHEREAS, Developer desires to develop a condominium complex, located at 2504 North Ocean Boulevard, Myrtle Beach, SC generally, in accordance with the plans and specifications which may be viewed by Prospective Purchaser at Developer's address set forth herein; and

WHEREAS, such condominium complex will be submitted to Carolinian Beach Resort Horizontal Property Regime to be established by a Master Deed as Carolinian Beach Resort (such condominium complex being hereinafter referred to as "Carolinian Beach Resort"); and

WHEREAS, Prospective Purchase desires to express its interest in purchasing one or more of the units within Carolinian Beach Resort;

1. Reservation of Unit(s):

Prospective Purchaser hereby expresses and interest in purchasing, and hereby reserves the right to purchase Unit # _____ at Carolinian Beach Resort, (hereinafter referred to as the "Unit") when constructed and submitted to the Master Deed for Carolinian Beach Resort Horizontal Property Regime for the price of _____ Dollars (\$ _____).

2. Deposit of funds in escrow:

Simultaneously with the execution of this Reservation Agreement, Prospective Purchaser has deposited the sum of Five Thousand and 00/100 (\$5,000.00), with Developer as expression of Prospective Purchaser's interest in purchasing the unit. Such sum will be held in a non-interest bearing escrow account by The Hoffman Group, Inc. (hereinafter referred to as "Escrow Agent").

3. Pre-Loan Application:

As a further condition of this agreement, Prospective Purchaser shall submit a completed "pre-loan" package consisting of: Application, Lender Release Authorization, and their federal tax returns for the last two years, which are items that will be required by Developer's construction lender as a condition of construction loan commitment.

4. Period of Reservation Agreement:

At such time as Developer obtains sufficient executed Reservation Agreements to make it economically feasible to proceed with the construction of Carolinian Beach Resort. Developer shall begin presenting contracts for the sale of the units within Carolinian Beach Resort on a presale basis. Upon the Prospective Purchaser hereunder being presented

with such a Pre-Loan package, Purchaser shall have TEN (10) days to execute and return such package to Developer, together with the balance of a 10% earnest money deposit less the original \$5,000 deposit paid herewith. That balance shall be _____ .

5. Termination:

This Reservation Agreement shall terminate and all monies paid hereunder shall be returned to Prospective Purchaser upon the happening of any of the following:

- a. The Prospective Purchaser delivering to Developer a written request for refund signed by the Prospective Purchaser and specifically releasing all interest in the Unit.
- b. The Prospective Purchaser failing to return the executed Purchase Agreement together with the balance of 10% earnest money deposit for the purchase of the Unit to Developer within TEN (10) days after such contract has been presented to the Prospective Purchaser by Developer.
- c. If, prior to the execution of a contract, the Developer determines it will not proceed with construction of the project and returns to the Purchaser the escrow funds.

6. Nature of Reservation:

This Agreement is not and does not result in an offer to sell and does not impose a binding obligation on the Prospective Purchaser to purchase the unit. Such binding obligation will only arise if the Prospective Purchaser executes a contract for the purchase of the Unit. Prospective Purchaser's sole remedy hereunder shall be to demand the return of any sums deposited hereunder if any.

7. Notice of Flexibility:

The Developer reserves the right to increase the height of the building by six (6) additional floors of units. Such floors would be added between the 14th and Penthouse floors. Purchaser's unit and position will not be affected if such right is exercised.

8. Miscellaneous:

The rights and obligations of the Developer hereunder may be assigned at any time by the Developer. The rights and obligations of the Prospective Purchaser may not be assigned. This Agreement together with any attachments set forth the entire understanding of the parties with respect to the Unit and supersedes any and all prior written or oral understandings with respect thereto. Neither the developer nor The Hoffman Group, Inc. nor any of their agents, servants or employees have made any representations to the Prospective Purchaser with regard to any potential income to be derived from the purchase and rental of the condominium which is the subject matter of this Reservation Agreement. This Agreement may not be amended or modified except by written agreement of the parties.

9. Notices:

All notices required or permitted hereunder shall be in writing and shall be deemed and duly given and receive as of the date delivered by hand or mailed by United States Mail, Certified mail, return receipt requested, with postage prepaid, to the following address:

AS TO DEVELOPER:
Carolinian, LLC
Myrtle Beach, SC 29577

Name: _____

Address: _____

City/Street/Zip: _____

Home Phone: _____

Work Phone: _____

Social Security #: _____

Date of Birth: _____

or such other address as a party hereto may notify the other party pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reservation Agreement the day and year first above written.

WITNESSES:

Sales Agent:

DEVELOPER: _____

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

PROSPECTIVE PURCHASER:

