

RESERVATION DEPOSIT AGREEMENT

EMERALD SHORES WEST, A CONDOMINIUM

TO: Emerald Shores West, LLC
P.O. Box 559
Russell Springs, KY 42642

We, the undersigned, (the "Depositor(s)")

DEPOSITOR(S): _____

Permanent Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Business Phone: (____) _____

Depositor(s) Social Security Number(s): _____

do hereby make application to Emerald Shores West, LLC, a Florida limited liability company (the "Developer") to reserve condominium unit _____ (the "Unit") in a proposed residential condominium development in Panama City Beach, Bay County, Florida, containing approximately fifty-five (55) residential units, to be called "EMERALD SHORES WEST, A CONDOMINIUM," for purchase on the following terms:

1. The purchase price currently is \$_____ (the "Purchase Price"). The Developer makes no assurance as to whether the price of the Unit will be the same price for which the Unit will be sold pursuant to a Subscription and Purchase Agreement. The Reservation Deposit plus interest earned thereon, if any, which shall be applied against the Purchase Price, unless either party hereto shall cancel this Agreement, is \$_____ (the "Reservation Deposit").

2. The Developer shall file, or cause to be filed, condominium documents with the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation of the State of Florida prior to entering into binding contracts for purchase and sale or lease agreements for more than five [5] years.

3. The Developer shall deliver, or cause to be delivered, to the Depositor all condominium documents as required by Chapter 718 of Florida Statutes.

4. The Depositor shall receive a receipt for all funds deposited pursuant to this Agreement from Burke, Blue, Hutchison & Walters, P.A., P.O. Box 70, Panama City, Florida 32402, as Escrow Agent, for all funds delivered to the Escrow Agent pursuant to this Agreement. MAKE CHECKS PAYABLE TO "BURKE, BLUE, HUTCHISON & WALTERS, P.A. - EMERALD SHORES WEST ESCROW ACCOUNT."

5. The Depositor agrees to execute the Subscription and Purchase Agreement on the Unit within five [5] days of being requested to do so by the Developer; otherwise, this Agreement shall

be null and void and all funds deposited hereunder shall be returned to the Depositor. At the time of execution of the Subscription and Purchase Agreement, the Reservation Deposit paid pursuant to this Agreement shall be applied towards the deposit required by the Subscription and Purchase Agreement and this Agreement shall thereafter be null and void.

6. The Developer shall direct the Escrow Agent from time to time to invest the funds deposited pursuant to this Agreement in interest bearing accounts for the benefit of Purchaser.

7. The Developer has an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed as required by Chapter 718, Florida Statutes, as amended, including §718.502(2) (a).

8. This Agreement may be cancelled by either party at any time for any reason whatsoever by a written notice of cancellation delivered to the other party or to the Escrow Agent, and, upon such cancellation, all funds deposited pursuant to this Agreement shall be immediately and without qualification refunded to the Purchaser. Upon cancellation, the parties to this Agreement shall be released from any further liability or obligation one to the other.

SUBMITTED by the undersigned as Depositor, this ____ day of _____, 200__.

"DEPOSITOR"

Received and accepted on behalf of
Emerald Shores West, LLC
Developer

BURKE, BLUE, HUTCHISON
& WALTERS, P.A.

EMERALD SHORES WEST, LLC, a Florida
limited liability company; By Kentucky
Properties, LLC, its Managing Member

By: _____
(Authorized Signature)
"ESCROW AGENT"

By: _____
Stephen Branscum, Manager
(Authorized Signature)
"DEVELOPER"

FOR DEVELOPER'S INFORMATION:

Real Estate Agent's Name

Company

Telephone Number