

ABACO, A CONDOMINIUM
NON-BINDING RESERVATION AGREEMENT
NEED NOT BE BUILT / SUBJECT TO CHANGE

DRG Development, LLC, an Alabama limited liability company ("Developer"), proposes to construct a Condominium situated in Baldwin County, Alabama, which address is 903 West Beach Boulevard, Gulf Shores, Alabama 36542. Developer proposes to construct one (1) building with twenty-four (24) stories and seventy-eight (78) residential units. Developer is under contract to purchase the subject property from all the owners of units of the former Beach House Condominiums which occupied the site.

THIS RESERVATION AGREEMENT IS NOT BINDING ON EITHER DEVELOPER OR PURCHASER(S).

By their signatures below, Developer and Purchaser(s) express their desire for Purchaser(s) to reserve Unit _____ of Abaco, a Condominium, which Developer proposes to construct, at a price of \$_____.00. Nothing herein obligates Developer to construct the Unit hereby reserved. Nothing herein obligates Purchaser(s) to purchase the Unit hereby reserved. Neither Developer nor Purchaser(s) are under any obligation by signing this Non-Binding Reservation Agreement.

THE PROPOSED CONDOMINIUM NEED NOT BE BUILT AND IS SUBJECT TO CHANGE.

As an expression of Purchaser(s) desire to reserve the aforesaid Unit in Abaco, a Condominium, which Developer proposes to construct, Purchaser(s) herewith deposit funds in the amount of \$25,000.00 to be held in a non-interest bearing escrow account by Developer's escrow agent Orange Beach Title, LLC, which address is 25299 Canal Road, Suite A-6, Orange Beach, Alabama 36561. Checks should be made payable to Orange Beach Title Escrow Account and identify the Abaco Condominium Unit reserved hereby.

DEPOSITED FUNDS WILL NOT BEAR INTEREST AND WILL BE PROMPTLY REFUNDED UPON REQUEST.

Developer expects to convert non-binding reservations into binding purchase agreements in the spring or summer of 2016. By signing this Reservation Agreement, neither Developer nor Purchaser(s) are obligated to execute a binding purchase agreement. Purchaser(s) will select from a number of packages of interior finishes upon the execution of a binding purchase agreement.

A cash earnest money deposit of thirty percent (30%) of the purchase price of the Unit in the amount of \$_____.00 will be required to obligate Developer to a binding purchase agreement. After application of the \$25,000.00 reservation deposit, the remaining cash earnest money deposit required will be \$_____.00. The balance of the purchase price due at closing will be \$_____.00. The cash earnest money deposit will be held in an interest bearing account. The cash earnest money deposit, plus any interest actually accrued thereon, will be refunded if the condominium is not built.

By signing this Reservation Agreement, Purchaser(s) acknowledge(s) having read the same, or having had the opportunity to read the same, and hereby agree(s) to its terms.

___ Check here if this is a back-up reservation for an Abaco unit currently reserved by another Purchaser.

SIGNATURE PAGE TO FOLLOW

PURCHASER

DATE

PURCHASER

DATE

PURCHASER

DATE

PURCHASER

DATE

DEVELOPER:

DRG Development, LLC
An Alabama Limited Liability Company

Robert T. Cunningham, III
Managing Member

DATE

REAL ESTATE CONSUMER'S AGENCY DISCLOSURE (RECAD):

The Listing Company is: _____
(Two blocks may be checked)

The Selling Company is: REMAX Gulf Properties - Chuck Barnes
(Two blocks may be checked)

___ An agent of the Seller

___ An agent of the Seller

___ An agent of the Buyer

___ An agent of the Buyer

___ An agent of both the Seller and Buyer,
and Is acting as a limited consensual
dual agent

___ An agent of both the Seller and Buyer,
and Is acting as a limited consensual
dual agent

___ Assisting the ___ Buyer ___ Seller
as a Transaction Broker

X Assisting the X Buyer ___ Seller
as a Transaction Broker

Seller(s) Initials

Buyer(s) Initials