

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

**RESERVATION AGREEMENT FOR
HARBOURGATE YACHT CLUB
HORIZONTALPROPERTY
REGIME**

THIS RESERVATION AGREEMENT is made and entered into this _____ day of _____, 2007, by and between Harbourgate Marina Group, LLC, a South Carolina Limited Liability Company, hereinafter called "Seller", whose mailing address is 1000 Second Avenue South, Suite 310, North Myrtle Beach, South Carolina 29582, and:

hereinafter called "Purchaser", whose mailing address is:

E-Mail _____

Telephone Numbers: Home _____
Business _____
Cell _____

WHEREAS, Seller plans to submit marina property known as CU-2 of Harbourgate Resort Horizontal Property regime to a horizontal property regime containing individual Boat Slip Units, which regime shall be known as the Harbourgate Yacht Club Horizontal Property Regime; and

WHEREAS, Purchaser desires to express its interest in purchasing one or more of the Units,

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS OF RESERVATION AGREEMENT

1. Reservation of Unit(s). Prospective Purchaser hereby expresses an interest in purchasing, and hereby reserves the right to purchase Boat Slip Unit(s) # _____ of Harbourgate Yacht Club Horizontal Property Regime (hereinafter referred to as the "Boat Slip Unit(s)") when submitted to the Master Deed for Harbourgate Yacht Club Horizontal Property Regime (the "Regime") upon the terms and conditions set forth below. The Purchase Price for the Boat Slip will be provided to Purchaser along with the written notification described in Section 3 of this Agreement.

2. Deposit of Funds in Escrow. Simultaneously with the execution of this Reservation Agreement, Purchaser has deposited the sum of \$ _____ Dollars with _____ ("Escrow Agent"). The initial reservation deposit (hereinafter referred to as the "Initial Reservation Deposit" shall be held by Escrow Agent in accordance with the terms and provisions of this Agreement as an expression of Purchaser's interest in purchasing the Boat Slip Unit(s). Purchaser shall

not be entitled to any interest on the Initial Reservation Deposit, which will be held in a non-interest bearing account.

3. Period of Reservation Agreement. At such time as Seller obtains sufficient executed Reservation Agreements to make it economically feasible to proceed with the submission of the phase of the Regime containing the Boat Slip Unit(s), Seller shall notify Purchaser in writing of such event and shall provide a copy of the Master Deed for the Regime and a Purchase Agreement for the purchase of the Boat Slip Unit(s) (the "Notice"). If Purchaser wishes to proceed with the purchase of the Boat Slip Unit(s) after receipt of such materials, Purchaser shall sign the binding Purchase Agreement and forward it to Seller along with the additional earnest money deposit required by Section 1 under Terms of Purchase Agreement (hereinafter, the "Additional Earnest Money Deposit") within ten (10) days after receipt of such Notice. In the event the Purchaser fails to return signed Purchase Agreement and the Additional Earnest Money Deposit within ten (10) days after being presented with such Notice, Seller shall refund the Initial Reservation Deposit, and neither party shall have any further rights or obligations hereunder.

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

- a. The Purchaser delivering to Seller a written request for refund signed by the Purchaser and specifically releasing all interest in the Boat Slip Unit(s);
- b. The Purchaser failing to return the signed, binding Purchase Agreement and Additional Earnest Money Deposit to Seller within ten (10) days after Notice has been presented to the Purchaser by Seller;
- c. The return by Seller to Purchaser of the Initial Reservation Deposit paid by Purchaser into Escrow pursuant to Section 2 of this Agreement.

5. 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 Purchaser to purchase the Boat Slip Unit(s) or on the Seller to sell the Boat Slip Unit(s). Such obligation will only be created upon signing by Purchaser of a binding Purchase Agreement and payment of the Additional Earnest Money Deposit. Purchaser's sole remedy hereunder prior to entering into a binding Purchase Agreement shall be to demand the return of any sums deposited hereunder. This Agreement may be terminated by Seller at any time, in accordance with Section 4 hereof, in its sole and absolute discretion.

6. Miscellaneous. The rights and obligations of the Seller hereunder may be assigned at any time by the Seller. The rights and obligations of the Purchaser may not be assigned. This Agreement together with any attachments sets forth the entire understanding of the parties with respect to the Unit(s) and supersedes any and all prior written or oral understandings with respect thereto. This Agreement may not be amended or modified except by written agreement of the parties.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2007.

PURCHASER:

SELLER:

**Harbourgate Marina Group, LLC
By: Strand Capital Group, LLC Its
Manager**

**By: _____
Its: Member**

SALES AGENT: _____

Phone No: _____