



Priority Reservation Agreement

Sweetwater Cove, Section 1

This Priority Reservation Agreement (this "Agreement") is made by and between Seamless Sweetwater Cove, LLC, a Texas Limited Liability Company (hereinafter referred to as "Developer"), and the undersigned person or persons (herein collectively referred to as "Preferred Purchaser"), on the date set forth below.

Whereas, Developer currently intends to construct a development project which will be part of the planned community known as Sweetwater Cove, to be located in Galveston, Texas; and

Now, Therefore, in consideration of the promises and mutual agreements herein provided, the parties agree as follow:

1. Application Deposit and Priority Selection Period:

In consideration of the delivery by Preferred Purchaser to Developer of the sum of Five Thousand Dollars (\$5,000.00) (herein referred to as the "Reservation Deposit") made payable to the Escrow Agent, as defined below, Developer grants Preferred Purchaser the opportunity, subject to the availability of unsold platted single family residential lot in Sweetwater Cove, Section 1, to execute Developer's standard form of Sale Agreement (the "Sale Agreement") agreeing to purchase One (1) single family residential lot (the "Lot") from the Developer's Sweetwater Cove, Section 1, if any, remaining at the time of Preferred Purchaser's selection appointment with Developer during the priority selection period to be hereafter established by Developer for the initial Lot in the Development to be offered for sale by Developer (the "Priority Selection Period"). If Preferred Purchaser executes a Sales Agreement for the purchase of one (1) or more Lot with Developer during the Priority Selection Period, this Agreement will be deemed accepted and Preferred Purchaser will be entitled to receive such incentives, benefits and discounts as Developer may elect to offer to those who agree to purchase Lot in the Development during the Priority Selection Period. The sole means by which Preferred Purchaser may receive and be entitled to the benefits afforded is to execute a Sale Agreement to purchase one (1) or more Lot prior to the end of the Priority Selection Period hereafter designated by Developer.

2. No Established Price or Assured Lot Availability

Preferred Purchaser acknowledges and agrees that Developer has not yet established a Purchase Price for the Lot or the exact benefits to be afforded and that the Developer shall have the right, in Developer's sole and absolute discretion, to establish the Purchase Price or the Lot, all charges for options, extras and Lot premiums and all discounts, incentives and premiums to be offered, such amounts to be set forth in the Sales Agreement. NO ASSURANCE IS GIVEN AS TO THE PURCHASE PRICE TO BE ESTABLISHED BY DEVELOPER FOR ANY LOT, OR THAT ANY PARTICULAR LOT, OR ANY LOTS AT ALL, WILL BE AVAILABLE TO PREFERRED PURCHASER DURING THE PRIORITY SELECTION PERIOD, SINCE DEMAND FOR DEVELOPER'S LOTS MAY EXCEED THE THEN AVAILABLE LOTS BEING OFFERED BY DEVELOPER, OR DEVELOPER MAY DECIDE NOT TO UNDER TAKE THE OFFERING OF LOTS DESCRIBED IN THIS AGREEMENT.



3. Conversion to Contract:

If Preferred Purchaser and Developer enter into a Sales Agreement prior to the Expiration Date, the Reservation Deposit shall be applied to the amount due as the deposit described in the Sales Agreement and held by Escrow Agent (or a substitute Escrow Agent described in the Sales Agreement) pursuant to a separate escrow agreement for Sales Agreement deposits.

4. Expiration or Termination

Either party may elect to terminate this Agreement at any time for any reason by delivering written notice to the other party. If Preferred Purchaser elects not to enter into a Sales Agreement as herein described prior to the Expiration Date, this Agreement will be automatically deemed terminated. If either party delivers written notice of termination to the other party and Escrow Agent prior to the Expiration Date, the Escrow Agent shall, immediately after receipt of such notice and without qualification, refund the Reservation Deposit (without any interest) to Preferred Purchaser. If Preferred Purchaser delivers a written request to the Escrow Agent for return of the Reservation Deposit, Preferred Purchaser shall be automatically deemed to have elected to terminate this Agreement. If Preferred Purchaser allows this Agreement to expire without entering into a Sales Agreement, Developer shall direct the Escrow Agent immediately after the Expiration Date to refund the Reservation Deposit (without any interest) to Preferred Purchaser. Upon a refund of the Reservation Deposit being made, all parties shall be released from all obligations hereunder. IF EITHER PARTY TERMINATES THIS AGREEMENT, OR ALLOWS IT TO EXPIRE WITHOUT ENTERING INTO A SALES AGREEMENT, DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION TO PREFERRED PURCHASER CONCERNING THE LOT.

5. Miscellaneous

Oral representations and agreements are not binding on Developer or Preferred Purchaser. Preferred Purchaser acknowledges that Preferred Purchaser is not relying on any oral representations or agreements of Developer or any agents of Developer (including any sales representatives). Existing plans for the Lot in the development, which Preferred Purchaser may have reviewed, are subject to modification by Developer at any time. Any notice in connection with this agreement must be in writing, and will be deemed delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a rotationally recognized overnight courier, postage prepaid, addressed to Developer or Preferred Purchaser, as the case may be. This Agreement embodies the entire agreement between the parties and cannot be modified or amended except by the written agreement of the parties. This Agreement may not be assigned by Preferred Purchaser.

6. No Equitable Rights; No Recording

ACCEPTANCE OF THE RESERVATION DEPOSIT BY AGENT SHALL NOT CREEA IN PREFERRED PURCHASER ANY EQUITABLE RIGHTS IN ANY LOT OR ANY OBLIGATION ON DEVELOPER WITH RESPECT TO THE PROJECT OF THIS AGREEMENT. PREFERRED PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY AGENT, WHEREUPON AGENT SHALL IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION DEPOSIT (WITHOUT ANY INTEREST) TO PREFERRED PURCHASER. IF PREFERRED PURCHASER VIOLATES THIS PROVISION, THIS AGREEMENT MAY IMMEDIATELY BE TERMINATED BY DEVELOPER, WHEREUPON DEVELOPER SHALL



IMMEDIATELY DIRECT ESCROW AGENT TO REFUND THE RESERVATION FEPOSIT (WITHOUT INTEREST) TO PREFERRED PURCHASER WITHOUT QUALIFICATION.

7. Preferred Purchaser's Representations.

PREFERRED PURCHASER REPRESENTS THAT A COPY OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED, WAS DELIVERED TO PREFERRED PURCHASER BEFORE IT WAS SIGNED, AND PREFERRED PURCHASER HAS READ THIS AGREEMENT IN ITS ENTIRETY. PREFERRED PURCHASER ACKNOWLEDGES THAT THIS IS NOT A CONTRACT TO PURCHASE ANY LOT, AND AGREES THAT PREFERRED PURCHASER SHALL HAVE NO RIGHT TO PURCHASE ANY LOT UNLESS AND UNTIL PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT. PREFERRED PURCHASER REPRESENTS AND WARRANTS THAT PREFERRED PURCHASER HAS NOT CONSULTED WITH OR BEEN REPRESENTED BY ANY BROKER, REAL ESTATE AGENT OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE PURCHASE OF ANY LOT EXCEPT FOR REPRESENTATIVES OF SEAMLESS SWEETWATER COVE, LLC.

8. Escrow Agent:

The Reservation Deposit shall be made payable to Eva REM, LLC (the "Escrow Agent") and shall be held in escrow by Escrow Agent pursuant to an Escrow Agreement entered into by Escrow Agent and Developer (the "Escrow Agreement") and Escrow Agent shall provide a receipt therefore to Preferred Purchaser.

Escrow Agent's Address is:

Eva REM, LLC
1704 ½ South Congress Avenue, Suite J
Austin, Texas 78704

9. Expiration Date:

UNLESS PREFERRED PURCHASER AND DEVELOPER MUTUALLY ENTER INTO A SALES AGREEMENT BEFORE THE EXPIRATION OF THE PRIORITY SELECTION PROCESS (the "Expiration Date") this Agreement shall expire and become null and void and of no force or effect whatsoever at 5:00pm on the Expiration Date, and the Reservation Deposit will be immediately refunded to the Preferred Purchaser by Escrow Agent without any qualifications (but without interest).



Executed on the date last entered below:

"PREFERRED PURCHASER"

NAME:

ADDRESS:

CITY STATE ZIP CODE

PHONE:

EMAIL:

SIGNATURE:

DATE

"DEVELOPER"

SEAMLESS SWEETWATER COVE, LLC

By: _____
W. Gaines Kilpatrick, Manager

DATE: _____

