



ONE PARTICULAR HARBOUR MARINA SLIP RESERVATION AGREEMENT

| | | | |
|---|---|--------------------------------------|---|
| NAME AND ADDRESS OF SLIP LICENSOR: | MINTO MARINA, LLC 4400 W. Sample Road, Suite 200 Coconut Creek, FL 33073 | | |
| NAME OF PROSPECTIVE LICENSEE(S) (COLLECTIVELY, " <u>PROSPECTIVE SLIP LICENSEE</u> ") AND ADDRESS(ES): | | | |
| TELEPHONE NO(S). OF PROSPECTIVE SLIP LICENSEE: | Home: | Office: | Cell: |
| E-MAIL ADDRESS(ES) OF PROSPECTIVE SLIP LICENSEE: | | | |
| SLIP RESERVED: | <input type="checkbox"/> Wet Slip No. _____, as further described and depicted on the attached <u>Exhibit A</u> | | <input type="checkbox"/> Dry Stack Storage Slip |
| AMOUNT OF NON-REFUNDABLE RESERVATION FEE: | \$1000.00 | LICENSE FEE (**SEE SECTION 8 BELOW): | <u>Wet Slip</u> : \$15.00-\$17.00 per foot per month plus applicable taxes and other fees, charges, and expenses <u>Dry Stack Slip</u> : \$16.00-\$18.00 per foot per month plus applicable taxes and other fees, charges and expenses |
| ESCROW AGENT AND ADDRESS: | Salem Trust Company 455 Fairway Drive, Suite 103 Deerfield Beach, FL 33441 | | |

THIS SLIP RESERVATION AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 20____ by and between MINTO MARINA, LLC, a Florida liability company ("**Minto**"), the owner of the real property comprising the One Particular Harbour Marina, and _____ ("**Marina Member**") with a mailing address of _____.

RECITALS:

A. Minto Marina, LLC, a Florida limited liability company ("**Minto**" or "**Licensor**") owns the property which forms or will form One Particular Harbour Marina (the "**Marina**").

B. Licensee desires to reserve either a wet slip or a dry stack storage slip in the Marina as indicated above (the "**Slip**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, hereby acknowledge and agree as follows:

1. **Defined Terms.** All initially capitalized terms not otherwise defined in this Slip Reservation Agreement (this "**Reservation Agreement**") shall have the meanings set forth above.
2. **Reservation.** The Slip is hereby reserved for Prospective Slip Licensee subject to the terms, conditions and provisions of this Reservation Agreement.
3. **Reservation Fee.** Licensor acknowledges receiving from Prospective Slip Licensee the non-refundable reservation fee ("**Reservation Fee**") indicated above payable to Escrow Agent or Licensor if Prospective Slip Licensee waives escrow pursuant to Section 9 of this Reservation Agreement. The Reservation Fee expresses the interest of Prospective Slip Licensee in acquiring the right to use the Slip in the marina to be known as One Particular Harbour Marina (the "**Marina**"). Prospective Slip Licensee understands, acknowledges and agrees that the Reservation Fee is non-refundable except as otherwise specifically provided in this Reservation Agreement and that if Prospective Slip Licensee cancels the reservation for a Slip or fails to enter into a License Agreement (as defined below), Prospective Slip Licensee will NOT receive a refund of the Reservation Fee. Prospective Slip Licensee shall not receive any interest on the Reservation Fee; all interest on the Reservation Fee, if any, shall accrue to the benefit of Licensor, and Prospective Slip Licensee shall not be entitled to it for any reason. Prospective Slip Licensee shall pay all taxes which are due arising from this transaction and/or the License Agreement (as defined below), including, but not limited, all applicable sales taxes.
4. **Escrow Agreement.** Unless waived by Prospective Slip Licensee pursuant to Section 9 of this Reservation Agreement, the Reservation Fee will be held in escrow by Escrow Agent who shall provide Prospective Slip Licensee with a receipt for the Reservation Fee in the form attached to this Reservation Agreement as **Exhibit B**. If the Prospective Slip Licensee waives escrow, then Licensor shall provide Prospective Slip Licensee with a receipt for the Reservation fee in the form attached to this Reservation Agreement as **Exhibit B**.
5. **Release of Reservation Fee.** If Prospective Slip Licensee does not waive the escrow requirement in Section 9, Escrow Agent shall release the Reservation Fee directly to Licensor either (i) at the time a license agreement for the use of the (the "**License Agreement**") is

executed by Prospective Slip Licensee and Licensors, or (ii) upon Prospective Slip Licensee's failure to execute the License Agreement as provided in Section 6 of this Reservation Agreement. Prospective Slip Licensee authorizes the release of the Reservation Fee to Licensors (i) by virtue of execution of the License Agreement by Prospective Slip Licensee, or (ii) upon written notice to the Escrow Agent by Licensors that the Prospective Slip Licensee failed to execute the License Agreement. Prior to the execution of the License Agreement, Escrow Agent or Licensors, if Prospective Slip Licensee waives the escrow requirement in Section 9, shall grant Prospective Slip Licensee an immediate, unqualified refund of the Reservation Fee upon in the event Licensors cancels this Reservation Agreement and/or elects not to enter into a License Agreement. Upon release of the Reservation Fee, the parties shall be released from all liability under this Reservation Agreement without any further acts by either party, this Reservation Agreement shall be of no further force or effect, and the parties shall have no further rights or obligations under this Reservation Agreement.

6. License Agreement. At such time as Licensors determines that the Marina is completed and open for business, Licensors will so notify Prospective Slip Licensee in writing at the address and/or e-mail address(es) listed above. Such notice shall set forth the date (the "License Date") and time as well as the location where the Prospective Slip Licensee must sign the License Agreement and deliver to Licensors any amounts required under the License Agreement. The license agreement will be for a term of one (1) year. The Reservation Fee shall be applied to amounts due under the License Agreement; provided, however, if the amounts due at the time of signing the License Agreement are less than the Reservation Fee, the excess funds will continue to be held and applied to future amounts due under the License Agreement. The License Date shall be within thirty (30) days of when Licensors determines that the Marina is completed and open for business. Licensors shall give Prospective Slip Licensee at least five (5) business days' notice of the License Date, which date may be changed as agreed to by the parties. If Prospective Slip Licensee fails to enter into a License Agreement on the License Date, the Reservation Fee shall be forfeited by Prospective Slip Licensee and released to Licensors, and Licensors shall have the right to place the Slip in the waiting list pool. Prospective Slip Licensee understands that Licensors has reserved the Slip for Prospective Slip Licensee, Licensors has not offered the Slip to other potential slip licensees, and that actual damages in the event Prospective Slip Licensee fails to sign the License Agreement would be costly and difficult to calculate and there is no other precise method of determining Licensors's damage, and that forfeiture of the Reservation Fee and release of the Reservation Fee to Licensors is fair and reasonable and shall not be considered a penalty. Upon release of the Reservation Fee, the parties shall be released from all liability under this Reservation Agreement without any further acts by either party; this Reservation Agreement shall be of no further force or effect; and the parties shall have no further rights or obligations under this Reservation Agreement.

7. Marina Slip. Upon execution of a License Agreement, Prospective Slip Licensee will not receive fee title to the Slip. Prospective Slip Licensee will receive an exclusive license for the exclusive use of the Slip ("License"). The location of the Slip is not guaranteed if this Reservation is for a dry stack slip; the location of a dry stack slip will be determined at the time of entering into a License Agreement and/or at the time of arrival of the boat at the Marina. Prospective Slip Licensee shall accept the use of the Slip "AS IS, WITH ALL FAULTS, KNOWN OR UNKNOWN" and in its present condition subject to reasonable wear, casualty and natural deterioration between the date of this Reservation Agreement and the date Licensors provides Marina member with the License. By acceptance of the License, Prospective Slip Licensee agrees to comply with all terms and conditions provided (i) in the License Agreement, (ii) any document of record affecting the Marina, any permit for or affecting the Marina including, but not limited to, any permit issued by the Florida Department of Environmental Protection, Department of the Army or Army Corps of Engineers, (iii) any Marina rules and regulations, and

(iv) all laws, ordinances and regulations of governmental or quasi-governmental authorities having jurisdiction over the Marina. Among other restrictions, Prospective Slip Licensee understands, acknowledges and agrees that the use of the Slip and Marina are subject to the following:

7.1 The Slip shall be used exclusively for mooring, docking and/or storing of Prospective Slip Licensee's Vessel (as defined below) only.

7.2 No liveaboards shall be permitted. As used herein, liveaboard means a vessel docked at the Marina and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within any thirty (30) day period.

7.3 There shall be a minimum twelve inch (12") clearance between the deepest draft of the Vessel (with motor in the down position) and the top of submerged resources as measured at mean low water.

7.4 Boat washing shall be permitted only in the designated boat washing area.

7.5 Boat maintenance or repair activities that require the removal of a vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site are prohibited over water at the facility, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull scraping, stripping, sanding, painting, recoating, and other maintenance or repair activities that may result in degradation of water quality from discharges or release of potential contaminants into waters of the state.

7.6 All manatee zones must be strictly adhered to and complied with.

7.7 Prospective Slip Licensee's Vessel shall be maintained in a safe and seaworthy condition and shall be operated in a careful and safe manner so as not to cause damage to the Marina or any other property, vessels or persons.

8. License Fee. The license fee is payable annually. The license fee is based on the greater of the length of the Slip or the length of the Vessel. The license fee for a dry stack slip will be determined by the size of the dry stack slip that is required for the Vessel as determined by Licensor taking into account the overall length, width, height and weight of the Vessel. Additional fees and charges will apply to vessels that dimensionally do not fit any of the standard dry stack slips which are available. Further, there will be additional fees for electric service. No assurance or guarantee is given as to the license fee that will be set forth in the License Agreement, and no assurance is given that a License Agreement will be submitted to Prospective Slip Licensee. The range of the License Fee set forth above for wet slips and dry stack slips is Licensor's present estimate of the license fee that will be charged by Licensor for use of the Slip. However, the actual license fee may be higher or lower. In the event the License Fee for the Slip is higher than the highest applicable amount indicated above, exclusive of applicable taxes and fees, by more than ten percent (10%), Prospective Slip Licensee shall have the option of canceling this Reservation Agreement, not entering into a License Agreement, and receiving a refund of its Reservation Fee by notice to Licensor and Escrow Agent, if applicable, within ten (10) days after notification by Licensor of the increase in the License Fee.

9. Escrow. Prospective Slip Licensee HAS THE RIGHT TO HAVE the Reservation Fee DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY Prospective Slip Licensee by checking the box and initialing below.

Prospective Slip Licensee waives the right to have the Reservation Fee placed in an escrow account.

Prospective Slip Licensee Initials _____

10. Licensor's Rights. This Reservation Agreement is only a reservation solely with respect to the Slip in the Marina; accordingly, this Reservation Agreement is not an agreement or a binding contract to license the Slip to Prospective Slip Licensee, nor does this Reservation Agreement confer any lien upon or interest in the Slip, the Marina, or on any other property. Licensor may take any action, promulgate any rules and regulations relating to the use of the Slip and/or Marina, and record any document pertaining to the Slip and/or the Marina as Licensor may wish. Prospective Slip Licensee acknowledges, understands and agrees that Licensor has given no representations or assurances relating to the construction and development of the Marina. Licensor, in Licensor's sole discretion, will determine the structure and development of the Marina. Licensor has the unqualified right to return the Reservation Fee to Prospective Slip Licensee at any time prior to entering into a binding License Agreement. Notwithstanding anything in this Reservation Agreement to the contrary, if Licensor elects, in its sole and absolute discretion, not to offer a License Agreement to Prospective Slip Licensee, or if a License Agreement is submitted to Prospective Slip Licensee, but before both Prospective Slip Licensee and Licensor sign and deliver the License Agreement, Licensor may cancel this Reservation Agreement for any reason whatsoever, or no reason, by giving written notice thereof to Prospective Slip Licensee and Escrow Agent, if applicable, in which event Licensor or Escrow Agent will grant Prospective Slip Licensee an immediate, unqualified refund of the Reservation Fee, and thereafter this Reservation Agreement shall be of no further force and effect, and the parties shall have no further rights or obligations under this Reservation Agreement.

11. Documents. At the time of signing the License Agreement, Prospective Slip Licensee shall provide copies of all certificates of title, registrations, permits, licenses, insurance documents, and similar documents for or pertaining to the Prospective Slip Licensee's vessel ("**Vessel**"). In addition, Prospective Slip Licensee shall deliver copies of all keys required to access and operate the Vessel to be used solely for authorized service or in the event of an emergency. Licensor will not sign a License Agreement if the Prospective Slip Licensee fails to provide such documents and keys, and failure of the Prospective Slip Licensee to provide such documents and keys will result in forfeiture of the Reservation Fee.

12. Indemnification. Prospective Slip Licensee acknowledges that Licensor shall not have any liability for the care or protection of the Vessel. Prospective Slip Licensee hereby agrees to defend, indemnify and hold harmless Licensor and its directors, officers, members, employees, agents and affiliates from and against any liability, demand, loss, damage or claim arising out of Prospective Slip Licensee's use of the Slip and/or Marina or the operation of the Marina or the operation of the Vessel at the Marina. The foregoing shall include the obligation to pay attorneys' fees, paraprofessional fees and court costs actually incurred by Licensor in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom. The term Prospective Slip Licensee, for purposes of this Section, shall include any members of the Prospective Slip Licensee's family and/or any of Prospective Slip Licensee's employees, guests, agents, or invitees. The terms of this Section 12 shall survive the signing of the License Agreement.

13. Not Transferable. This Reservation Agreement may not be transferred or assigned by Prospective Slip Licensee without the prior written consent of Licensor, which consent may be withheld by Licensor for any reason or no reason in Licensor's sole discretion. To the extent that Licensor consents to any such assignment, such consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee.

14. Licensor's Right to Convey the Marina. Licensor has the right to sell, transfer and/or convey the Marina or enter into an agreement with a marina management company for the management and/or operation of the Marina. In the event Licensor sells, transfers and/or conveys the Marina, Licensor shall assign this Reservation Agreement to the person or entity that acquires the Marina who shall assume all rights and obligations of Licensor under this Reservation Agreement, and upon such assignment, Licensor shall have no further obligations under this Reservation Agreement. In the event Prospective Slip Licensee fails to enter into a License Agreement as provided in Section 6 of this, then Licensor shall have the right to enter into a license agreement for the Slip with another licensee. Licensor's obligations to license the use of the Slip to Prospective Slip Licensee and Prospective Slip Licensee's obligations to acquire the right to use the Slip are contingent upon the execution of a binding License Agreement, payment of any fees as set forth in the License Agreement and fulfillment of all obligations required of the parties as may be set forth in the License Agreement.

15. Marina Wet Slip Location Map. The Marina Wet Slip Location Map attached to this Reservation Agreement as **Exhibit A** shows the approximate location of the wet slips at the Marina. The Marina Wet Slip Location Map and other plans or depictions of the Marina are for illustration purposes only and are not a guarantee of the location of the Slip or a guarantee of the facilities which may be actually constructed. THE SIZE, LOCATION, ACTUAL DESIGN AND FACILITIES TO BE INCLUDED AS PART OF THE MARINA ARE SUBJECT TO CHANGE. NO COMMITMENT, REPRESENTATION OR WARRANTY IS MADE CONCERNING THE TIMING OF CONSTRUCTION, DESIGN OR CAPACITY OF THE SLIPS OR MARINA FACILITIES, AND IN NO MANNER SHALL THE LICENSOR BE DEEMED TO BE OBLIGATED TO PROVIDE ANY OR ALL THE CONTEMPLATED MARINA FACILITIES. THE MARINA FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT LICENSOR'S SOLE AND ABSOLUTE DISCRETION. The timing and completion of the Marina facilities is dependent, in part, upon the completion of design and obtaining required approvals and permits.

16. Contract Buyer. In the event Prospective Slip Licensee is under contract to purchase a home or unit in Harbour Isle at the time of signing this Reservation Agreement, a failure to close on the home or unit will constitute a loss of the reservation for the Slip and Prospective Slip Licensee shall forfeit the Reservation Fee.

17. Reservation Agreement Not to be Recorded. Prospective Slip Licensee covenants and agrees that Prospective Slip Licensee shall not record this Reservation Agreement (or any memorandum thereof) in the Public Records of Manatee County, Florida or elsewhere. Prospective Slip Licensee agrees that if Prospective Slip Licensee records this Reservation Agreement, Prospective Slip Licensee shall pay all of Licensor's attorneys' fees, paraprofessional fees, costs and expenses incurred in removing the cloud on title caused by such recordation.

18. Time is of the Essence. Time is of the essence under this Reservation Agreement and applicable to each and all of its provisions.

19. Brokers. Prospective Slip Licensee represents and warrants to Licensors that Prospective Slip Licensee has not consulted or dealt with any broker, salesperson, agent or finder other than Licensors personnel and _____ (if this space is left blank, it shall mean that Licensors has not agreed to pay any co-broker and that Prospective Slip Licensee represents that there is no co-broker who can claim by, through or under Prospective Slip Licensee), nor has the reservation or the expression of interest by Prospective Slip Licensee in this Reservation Agreement been procured by any broker, salesperson, agent or finder other than Licensors personnel and the co-broker, if any, named above. Prospective Slip Licensee will indemnify and hold Licensors harmless for and from any person or company claiming otherwise. Such indemnity and agreement to hold Licensors harmless by Prospective Slip Licensee includes, without limitation, the obligation of Prospective Slip Licensee to pay or reimburse Licensors for all commissions, damages and other sums for which Licensors may be held liable and all attorneys' fees and court costs actually incurred by Licensors (pretrial, at trial and at all levels of proceedings, including appeals), regardless of whether a lawsuit(s) is actually brought or whether Licensors ultimately wins or loses. Prospective Slip Licensee understands and agrees that if a License Agreement is offered to Prospective Slip Licensee, then at the time of execution of the License Agreement, no broker, salesperson, agent or finder other than the one identified above, shall be deemed a procuring cause of the License Agreement and that Prospective Slip Licensee shall be obligated in the License Agreement to indemnify Licensors against any other brokers, salespersons, agents or finders.

20. Miscellaneous.

20.1 Headings. The use of headings, captions and numbers in this Reservation Agreement is solely for convenience and general reference only, does not constitute a part of this Reservation Agreement, and shall in no event be considered in construing or interpreting any provision of this Reservation Agreement.

20.2 Severability. If any term, covenant, condition or provision of this Reservation Agreement, or the application thereof to any person or circumstance, conflicts with the law under which this Reservation Agreement is to be construed, or shall be held invalid by a court of competent jurisdiction, then such term, covenant, condition or provision shall be deleted from this Reservation Agreement and the Agreement shall be construed to give effect to the remaining provisions thereof.

20.3 Entire Agreement. This Reservation Agreement contains the entire, complete and exclusive agreement of Licensors and Prospective Slip Licensee and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties shall be of any force or effect except as otherwise provided herein.

20.4 Modifications. This Reservation Agreement shall not be modified or amended in any respect except by a written agreement executed by Licensors and Prospective Slip Licensee in the same manner as this Reservation Agreement.

20.5 Termination. This Reservation Agreement shall automatically expire upon the earliest to occur of (i) termination of this Reservation Agreement as provided herein, or (ii) the execution of a License Agreement by Licensors and Prospective Slip Licensee.

20.6 Counterparts. This Reservation Agreement may be executed in several counterparts, each of which shall be deemed an original, and a complete set of which shall constitute one and the same instrument. Signatures may be given via facsimile transmission, electronic transmission (i.e. e-mail), or electronic signature (i.e. DocuSign) and shall be deemed

given as of the date and time of the transmission of this Reservation Agreement by facsimile or electronically to the other party.

20.7 Costs of Enforcement. In the event it becomes necessary for either party to initiate litigation or incur other costs for the purpose of enforcing any of its rights under this Reservation Agreement or for the purpose of seeking damages for any breach of this Reservation Agreement, then in addition to any and all other remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs, including paraprofessional fees, incurred by it in connection with such enforcement efforts, including any costs incurred in engaging collection agencies or other third parties. This provision shall survive termination or expiration of this Reservation Agreement.

20.8 Waiver of Right to Trial by Jury. Each party to this Reservation Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under this Reservation Agreement or in any way connected with or related or incidental to the dealings of the parties hereto, in each case whether now existing or hereafter arising. Each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Reservation Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the signatories hereto to the waiver of their right to trial by jury.

The parties have executed this Slip Reservation Agreement as of the ____ date first written above.

PROSPECTIVE SLIP LICENSEE:

Sign: _____
Print Name: _____
Date: _____, 201__

PROSPECTIVE SLIP LICENSEE:

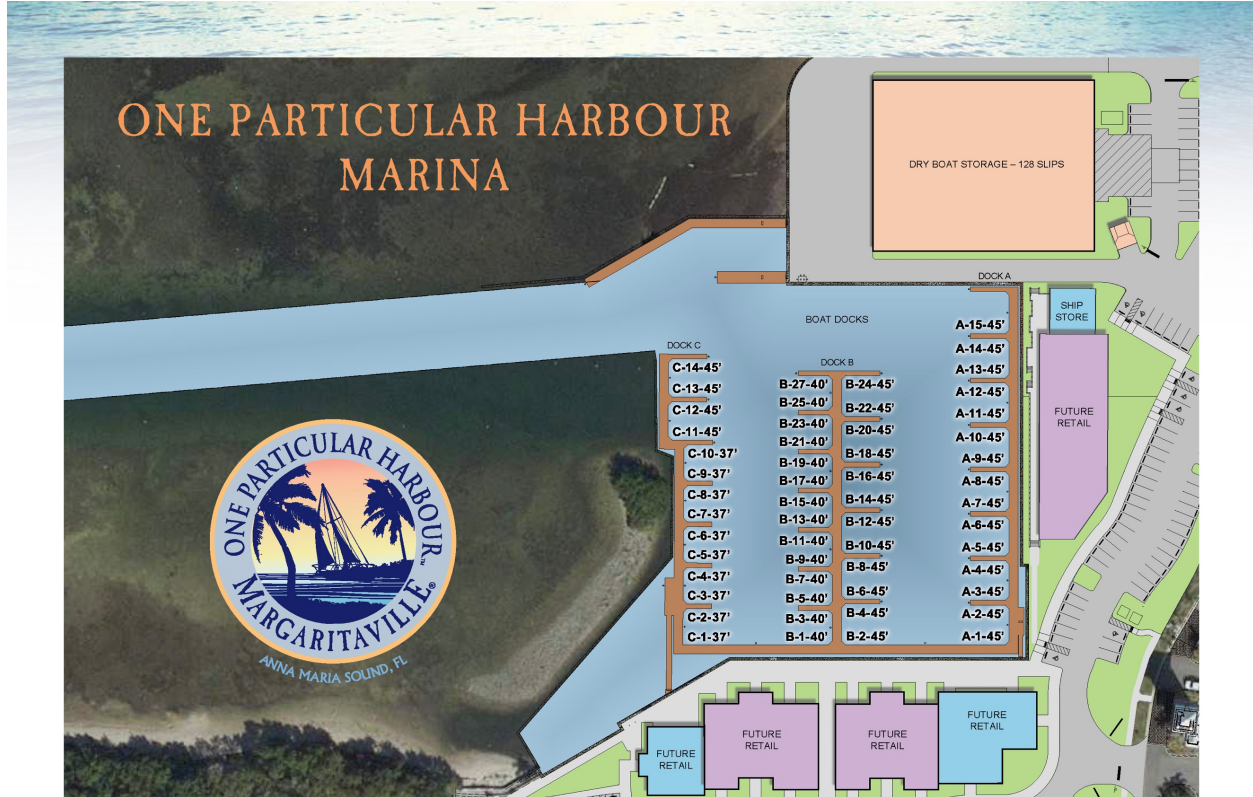
Sign: _____
Print Name: _____
Date: _____, 201__

MINTO MARINA, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 201__

EXHIBIT A

Marina Wet Slip Location Map



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12300 MANATEE AVE. WEST, BRADENTON, FL 34209 (941) 896-4826 OPHMintoUSA.com

EXHIBIT B

RECEIPT

_____, 20__

TO: _____

Re: Reservation Fee for One Particular Harbour Marina (the "**Community**")

Dear Prospective Slip Licensee:

This will acknowledge receipt from you of a check in the amount of U.S. \$ _____ representing a Reservation Fee under your Marina Slip Reservation Agreement dated _____ for ☐ Wet Slip No. _____ or ☐ a Dry Stack Storage Slip in the One Particular Harbour Marina. The Reservation Fee will be held and released in accordance with the Slip Reservation Agreement.

Sincerely,
