

# Trump Las Olas Beach Resort

## Reservation Instructions

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1. Download and Print Reservation Form
2. Complete all Forms
3. Fax Completed Forms to 954-929-9616 Attention William Pierce c/o Coldwell Banker.
4. Mail Originals to

William Pierce  
c/o Coldwell Banker  
1760 BELL TOWER LANE  
WESTON, FL 33326

5. Follow wire transfer instructions below for the amount of **\$25,000** which represents a reservation deposit only.

For questions or comments please contact William Pierce at 954-648-3131

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The following are the wiring instructions for Chicago Title Insurance Company:  
2701 Gateway Drive, Pompano Beach, FL 33069 (954) 971-2200

Bank of America, N. A.  
Concord, CA 94520  
ABA Number # 026009593  
Chicago Title Insurance Company Custodial Escrow  
Deposit Account Number # 1233022482  
Ref Number: 607- 300691764 / Ft. Lauderdale Beach

BUYER: \_\_\_\_\_, Unit No. \_\_\_\_\_  
Attention: Peggy Bertsche

**\*\*\*ALL OF THE ABOVE INFORMATION MUST BE GIVEN TO THE BANK AT THE TIME  
THE WIRE IS BEING SENT.\*\*\***

"THE MATERIALS ENCLOSED WITH THIS FACSIMILE TRANSMISSION ARE PRIVATE AND CONFIDENTIAL AND ARE THE PROPERTY OF THE SENDER. THE INFORMATION CONTAINED IN THE MATERIAL IS PRIVILEGED AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) OR ENTITY(IES) NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, BE ADVISED THAT ANY UNAUTHORIZED DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE FORWARDED DOCUMENT TO US."

## AGREEMENT

**550 Seabreeze Development, LLC, a Florida limited liability company** ("Seller") acknowledges receiving this date from \_\_\_\_\_ ("Prospective Purchaser") a Deposit (the "Deposit") in the amount of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ which shall be payable to, and held by, Chicago Title Insurance Company, as escrow agent, as required by Section 718.502(2)(c), Florida Statutes. The Deposit expresses Prospective Purchaser's interest in purchasing Unit No. \_\_\_\_\_ (the "Unit") in the proposed condominium to be located at approximately 550 Seabreeze Boulevard, Fort Lauderdale, Florida 33316 to be known as **FORT LAUDERDALE BEACH RESORT, A CONDOMINIUM** (the "Condominium") at an estimated purchase price of \$ \_\_\_\_\_. Prospective Purchaser understands and agrees that the foregoing price is an estimate only and that final pricing of the Unit has not yet been determined. Seller will have the right to determine (in its sole and absolute discretion) whether to go forward with the development of the Condominium and/or the Unit, and if so, the actual price at which to offer the Unit (which may be more than the amount stated above). Accordingly, Seller gives no assurance as to whether it will offer the Unit to Prospective Purchaser, and if it does, Seller gives no assurance as to the the actual price at which the Unit will be offered.

To the extent that Seller determines to offer the Unit to Prospective Purchaser, Prospective Purchaser will have ten (10) days after Seller delivers, or otherwise makes available to Prospective Purchaser, Seller's formal contract for the purchase of the Unit (the "Contract") in which to sign and return the unmodified Contract to Seller together with the amount, if any, that the initial deposit required by the Contract exceeds the Deposit. If a Contract is offered to Prospective Purchaser and Prospective Purchaser does not sign and return the Contract (with the balance of the initial Contract deposit, if any) within this ten (10) day period, or returns the Contract within the ten (10) day period, but without the balance of the Contract deposit or with proposed modifications to Seller's proposed form Contract, this Agreement will be cancelled automatically and the Prospective Purchaser will obtain an immediate and unqualified refund of the Deposit. Furthermore, Prospective Purchaser may cancel this Agreement by notifying Seller or the Escrow Agent in a signed writing at any time before Prospective Purchaser signs the Contract (if one is even offered to Prospective Purchaser), whereupon the Deposit will be promptly refunded to Prospective Purchaser without qualification. Notwithstanding anything herein contained to the contrary, if Seller elects (in its sole and absolute discretion not to offer a Contract to Prospective Purchaser, or if a Contract is submitted to Prospective Purchaser, then before both Prospective Purchaser and Seller sign and deliver the Contract, Seller may cancel this Agreement for any reason whatsoever (or for no reason), by giving written notice thereof to Prospective Purchaser and Escrow Agent, in which event Prospective Purchaser will receive an immediate and unqualified refund of the Deposit, and thereafter Prospective Purchaser shall have no claim of any kind against Seller.

The Deposit, must be payable to, and will be held in escrow by, Chicago Title Insurance Company, with offices at 2701 Gateway Drive, Pompano Beach, FL, in accordance with an escrow letter agreement between Seller and the Escrow Agent, which letter agreement is incorporated herein by this reference (the "Escrow Agreement"). Prospective Purchaser must receive a receipt for the Deposit from the Escrow Agent. Control of the Deposit shall be governed hereby and by the Escrow Agreement. Seller may name another escrow agent to hold the Deposit (in which case the Deposit will be transferred to that other agent upon Seller's written direction) as long as it is an escrow agent authorized to act as such by the Florida Condominium Act (Chapter 718, Florida Statutes) and approved by the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If a Contract is offered to Prospective Purchaser and Prospective Purchaser timely signs and returns the Contract to Seller and Seller then signs it and returns a fully signed copy of same to Prospective Purchaser, the Deposit will be turned over to the escrow agent named in the Contract (if other than the Escrow Agent) and credited against the initial deposit required under the Contract. The Escrow Agent named above will not release the Deposit except (i) as provided in this paragraph; (ii) as stated in the Escrow Agreement, or (iii) to Prospective Purchaser, if Seller or Prospective Purchaser cancels this Agreement. The Deposit (together with Deposits of other proposed Prospective Purchasers in the Condominium) will be placed, in an interest bearing or non-interest bearing account (to be determined by Seller in its sole and absolute discretion), with all interest earned thereon, if any, to accrue solely to the benefit of Seller.

Prospective Purchaser recognizes that this Agreement is only an expression of Prospective Purchaser's interest in acquiring a Unit in a proposed condominium. Seller has not made a final determination whether to develop the Condominium, and if it develops the Condominium, Seller has not made decisions as to whether the Condominium will contain the Unit and if it does what the size, design, bedroom/bathroom configuration, layout or price of the Unit will be. All of these decisions will be made by Seller in its sole and absolute discretion. Because of this uncertainty, Prospective Purchaser should not have any expectation that it will be offered the opportunity to acquire the Unit, or if it is, Prospective Purchaser should not have any expectations as to the terms of such offer (all of which shall be made by Seller in its sole discretion). By signing this Agreement, Prospective Purchaser confirms and agrees that it has no expectations regarding the foregoing and that it believes this to be fair since Prospective Purchaser's deposit is fully refundable (prior to being bound under a Contract) and does not create any obligations on Prospective Purchaser. Prospective Purchaser further understands and agrees that: (i) this Agreement is not an agreement by Seller to sell the Unit, (ii) this Agreement does not confer any lien upon or interest in the Unit or on the proposed Condominium property, and (iii) and does not impose any other obligations or liabilities on Seller other than to cause Prospective Purchaser's Deposit to be deposited with Escrow Agent in the manner herein provided and to

be unconditionally and immediately returned to Prospective Purchaser upon request of Prospective Purchaser and as otherwise provided herein. Seller may take any action and record any document pertaining to the Unit and the Condominium property as Seller may wish.

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

Prior to being in a position to offer a Contract (if Seller determines to offer a Contract) or lease agreement for more than five (5) years, Seller is obligated to file with the Division all documents required to be filed with it by Chapter 718, Florida Statutes and its rules and regulations. If Seller offers a Contract to Prospective Purchaser or a lease agreement for more than five (5) years, Seller also is obligated to deliver to Prospective Purchaser a prospectus containing those documents at that time.

Notwithstanding anything herein contained to the contrary, in the event that any check for the Deposit (or any portion of same) is returned for insufficient funds, has payment thereon stopped or does not clear for any reason whatsoever, Seller may, at its option, void this Agreement, and thereafter Prospective Purchaser shall have no claim of any kind against Seller.

Prospective Purchaser's name, address and telephone number are more particularly set forth below and the information provided below is true and correct.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**"PROSPECTIVE PURCHASER"**

**"SELLER"**

550 Seabreeze Development, LLC, a Florida limited liability company

\_\_\_\_\_  
PROPOSED PROSPECTIVE PURCHASER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
PROPOSED PROSPECTIVE PURCHASER

\_\_\_\_\_  
Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Local Phone: \_\_\_\_\_ Local Telecopy: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telecopy No.: \_\_\_\_\_

Bank Reference: \_\_\_\_\_

Account No.: \_\_\_\_\_

Branch: \_\_\_\_\_