

**DEPOSIT AND RESERVATION FOR A DWELLING UNIT IN
INFINITY II AT BRICKELL, A CONDOMINIUM;
A PROPOSED RESIDENTIAL CONDOMINIUM IN MIAMI/DADE COUNTY, FLORIDA**

Infinity II at Brickell, LLC ("Developer" or "Seller") acknowledges receiving from _____ ("Purchaser" or "You") a reservation deposit in the amount described below, which reservation deposit shall be held pursuant to the terms of this agreement.

AMOUNT DEPOSITED ("Reservation Deposit") \$ _____

PURCHASE PRICE ("Purchase Price") OF DWELLING UNIT
(excluding the cost of Purchaser's extras, options or change orders) \$ _____

1. Deposit. You have delivered to Developer the Reservation Deposit required to reserve dwelling unit _____ ("Dwelling Unit") in INFINITY II AT BRICKELL, A CONDOMINIUM (as the same may be renamed "Proposed Condominium") according to the terms and provisions of a Declaration of Condominium that is intended to be recorded in the Public Records of Miami/Dade County, Florida. The Reservation Deposit will be held in escrow by Express Title Company of South Florida, Inc. ("Escrow Agent"), with offices at 2200 NW Corporate Boulevard, Suite 401, Boca Raton, Florida 33431-7369, in accordance with an escrow letter agreement between Developer and Escrow Agent dated as of April 14, 2006, as may be amended from time to time, which letter agreement is incorporated herein by this reference ("Escrow Agreement"). The Reservation Deposit will be placed, within seven (7) business days after receipt by Escrow Agent of the Reservation Deposit (or any portion thereof) either in a non-interest bearing account or an interest bearing account in a banking institution, as determined by Developer, the deposits of which are insured by an agency of the United States government. The escrow account will contain only Reservation Deposits made by persons under Deposit and Reservations for Dwelling Units in the Condominium. If paid by check, the Reservation Deposit must be payable to Escrow Agent and Escrow Agent must provide You with a receipt for such Reservation Deposit in the form set forth in the Escrow Agreement. Alternatively, You may wire transfer the Reservation Deposit directly into the escrow account of Escrow Agent at Premier American Bank, Miami, Florida, in accordance with the wire instructions of Premier American Bank attached as Exhibit 1 and a receipt will be provided to You after the wire transfer has been confirmed as received. Control of the Reservation Deposit shall be governed by this instrument and by the Escrow Agreement.

2. Refund. This Deposit and Reservation ("Reservation Agreement") does not bind or oblige You to purchase the Dwelling Unit or Developer to sell the Dwelling Unit. This Reservation Agreement merely evidences your interest in purchasing the Dwelling Unit as long as Escrow Agent continues to hold the Reservation Deposit, and Developer cannot sell the Dwelling Unit to any person other than You during such period. This Reservation Agreement is not an agreement to sell the Dwelling Unit and does not confer upon You any lien upon or interest in the Dwelling Unit or in the Proposed Condominium. As more fully set forth in the Escrow Agreement, Escrow Agent will grant You an immediate, unqualified refund of the Reservation Deposit upon your written request sent either directly to Escrow Agent or to Developer, or upon the written request of Developer to Escrow Agent. Developer shall immediately send to Escrow Agent copies of all your requests sent directly to Developer. You and Developer shall be entitled to no other remedy. In the event this Reservation Agreement is cancelled as provided for in this paragraph by either You or Developer, any interest earned on the Reservation Deposit shall be immediately paid to Developer without further notice or action.

3. Interest. Subject to Section 718.202, Florida Statutes, interest on the Reservation Deposit shall be paid to Developer and interest on deposits required by the Purchase Agreement (as such term is defined below), will be governed by the Purchase Agreement.

4. Condominium Documents. Prior to entering into a binding purchase agreement or binding agreement for a lease with a term of more than five (5) years ("Purchase Agreement"), Developer will file with the Division of Florida Land Sales, Condominiums and Mobile Homes condominium documents required to be filed pursuant to Chapter 718, Florida Statutes, and to the regulations and rules of the Division ("Condominium Act"). You have a right to receive a copy of all such documents as required by the Condominium Act before entering into an enforceable Purchase Agreement. Developer has the right to take any action and record any document pertaining to the Dwelling Unit or the Proposed Condominium.

5. Cancellation by Developer. You acknowledge that Developer may refund to You your Reservation Deposit and cancel this Reservation Agreement as described above at Developer's sole discretion.

6. Assignment. You may not transfer or assign your rights or delegate your obligations under this Reservation Agreement, or any interest herein, to another without the prior written approval of Developer. To the extent that Developer consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Without limiting the generality of the foregoing, You shall not, without first obtaining the prior written consent of Developer (which may be granted or withheld in Developer's sole and absolute discretion) advertise, market and/or list the unit for sale or resale, whether by placing an advertisement, listing the unit with a broker, allowing the unit to be listed on the Multiple Listing Service or otherwise.

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

8. Execution of Purchase Agreement. The Reservation Deposit shall not be released directly to Developer except as a down payment on the purchase price at the time a Purchase Agreement is signed by You, if provided in the Purchase Agreement or in a separate written notice from You. Upon the execution of a Purchase Agreement by You and Developer for a Dwelling Unit, the Reservation Deposit shall be credited toward the down payment required under the Purchase Agreement and shall be treated as part of your down payment under that Purchase Agreement. **NO ASSURANCE IS GIVEN AT THIS TIME AS TO THE FINAL PURCHASE PRICE OF THE DWELLING UNIT IN THE PURCHASE AGREEMENT.**

[EXECUTIONS APPEAR ON THE FOLLOWING PAGE]

“PURCHASER”

“SELLER”

INFINITY II AT BRICKELL, LLC

PURCHASER

By: INFINITY II MANAGER, INC., it manager

PURCHASER

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Name: _____

Local Address: _____

City: _____

State: _____

Country: _____

Zip Code: _____

Local Phone: _____

Fax No.: _____

Home Address: _____

City: _____

State: _____

Country: _____

Zip Code: _____

Phone: _____

Business Phone: _____

E-Mail: _____

Fax No.: _____

Cooperating Brokerage Company: _____

Cooperating Sales Agent's Name: _____

Cooperating Brokerage Company's Address: _____

Phone of Cooperating Sales Agent: _____

Sales Agent's E-Mail: _____

Sales Agent's Fax: _____

FOR OFFICE USE ONLY:

In-House Agent: _____

Up-Sheet#: _____

EXHIBIT "1"

Wire Transfer Instructions of Premier American Bank

Recipient Bank: Premier American Bank, 5900 Bird Road Miami, Florida 33155
ABA Routing Number: 067015164
Account Name: Infinity II at Brickell LLC Escrow Acct by Express Title Co of South FL Inc.
Account No.: 6000044904
For Further Credit to: Unit No. _____ / Buyer's Name _____
Internal Reference: