



RESERVATION AGREEMENT

THIS AGREEMENT IS NOT BINDING, IN ANY WAY, ON EITHER PARTY. YOU ARE NOT ESTABLISHING A LEGAL RIGHT OR CLAIM TO ANY CONDOMINIUM UNIT OR PURCHASE PRICE BY SIGNING THIS RESERVATION.

RECEIPT OF DEPOSIT

The undersigned, _____ (“Prospective Purchaser”) hereby delivers to _____, as agent for CANYONS TWO, LLC, a Delaware limited liability company (“Developer”), the developer of the RC14 Condominiums, a deposit in the amount of TEN THOUSAND US DOLLARS (US \$10,000.00) (the “Deposit”), in the form of a check or wire made payable to Park City Title Company, a Utah corporation (the “Escrow Agent”), together with an original of this Reservation Agreement (“Reservation”) fully signed by Prospective Purchaser. Upon acceptance of this Reservation by Developer, as evidenced by Developer’s signing of this Reservation, the Deposit shall be deposited into a non-interest bearing trust account of the Escrow Agent.

RESERVATION

- 1. The Condominium.** Developer is in the process of developing a condominium project to be known as RC 14 Condominiums located at Canyons Village in Park City, Summit County, Utah (the “Project”). The Project is currently planned to be operated as a YOTELPAD condominium hotel project and to include a multi-story condominium hotel building (the “Building”) containing a total of one hundred forty-four (144) residential condominium units and one commercial condominium unit (each such residential condominium unit, a “PAD”), together with certain common areas.
- 2. Reservation Request.** Prospective Purchaser hereby reserves the right to purchase a PAD within the Project in accordance with the terms and conditions described below. After the acceptance of this Reservation by Developer countersigning this Reservation, and during the term of this Reservation, the Prospective Purchaser will be eligible to participate in a selection process whereby all reservation holders will be provided a selection number to select a PAD at a buyer selection event (the “Sales Event”), the date of which will be determined by the Developer (to occur within 30 days). Prior to the Sales Event, Developer shall provide to Prospective Purchaser a PAD Selection Worksheet, to include the final selection process details, upon which Prospective Purchaser shall identify the PADs (up to the number allowed by the PAD Selection Worksheet and identified in a descending order of Prospective Purchaser’s preference) that Prospective Purchaser is interested in selecting at the Sales Event. Prospective Purchaser shall deliver its

PAD Selection Worksheet not less than three days prior to the Sales Event. Within 24 hours following the Sales Event, Developer shall inform Prospective Purchaser of the specific PAD selected by the Prospective Purchaser pursuant to the foregoing process (the "Selected PAD"), and this Reservation shall thereafter apply only to the Selected PAD.

- 3. Real Estate Purchase Contract.** Developer is engaged in the planning and development of the Project and intends to enter into a binding real estate purchase and sale agreement ("REPC") to sell the Selected PAD to Prospective Purchaser upon recordation of the condominium plat for the Project ("Plat"). After the Plat is recorded Prospective Purchaser will, for a limited time as further described below, have the opportunity to enter into a REPC to purchase the Selected PAD at the purchase price set forth by the developer, and on the additional terms and conditions set forth in the REPC. Within a reasonable time after recordation of the Plat, Developer will provide Prospective Purchaser with (a) a notice of Plat recordation (the "Notice of Plat Recordation") and (b) the REPC for the Selected PAD. Among other things, the REPC will require that a policy of title insurance for the Selected PAD to be issued to Prospective Purchaser at the time of closing.
- 4. Contract Deadline.** After Developer's delivery of the Notice of Plat Recordation and REPC, Prospective Purchaser shall thereafter have seven (7) calendar days (the "Contract Deadline") to execute and return the REPC to Developer at the address for Developer below. In the event Prospective Purchaser executes and returns the REPC to Developer by the Contract Deadline and Developer signs the REPC, all in a form acceptable to Developer, the Escrow Agent is authorized and directed to release the entirety of the Deposit to Developer to be applied to the earnest money deposit required under the REPC. IF AFTER RECEIVING NOTICE OF PLAT RECORDATION, PROSPECTIVE PURCHASER DOES NOT SIGN AND RETURN THE DEVELOPER APPROVED REPC BY THE CONTRACT DEADLINE, PROSPECTIVE PURCHASER SHALL BE DEEMED TO HAVE ELECTED NOT TO PURCHASE THE SELECTED PAD AND THIS RESERVATION SHALL AUTOMATICALLY TERMINATE, whereupon Escrow Agent is authorized and directed to return the entirety of the Deposit to Prospective Purchaser, and Prospective Purchaser and Developer shall have no further rights or obligations under this Reservation or otherwise, relating to the Selected PAD or any other PAD, condominium unit or common element of the Project. Prospective Purchaser is encouraged to use the time from the date hereof and to the recordation of the Plat to arrange any necessary financing for the purchase of the Selected PAD, as there will be no financing contingency in the REPC.
- 5. Condominium and Project Documentation.** The ownership of the Selected PAD will be subject to the Utah Condominium Ownership Act, as well as the project documents for the Project and the Canyons Resort Village. Membership in the Project's condominium owners' association and the Canyons Resort Village Management Association will be mandatory and annual or other assessments will apply.
- 6. Developer's Rights to Make Changes.** Prospective Purchaser understands that the drawings, brochures and other materials that have been provided to Prospective Purchaser regarding the PADs and the Project are preliminary. Developer reserves that right in its sole discretion to change various aspects of the PADs, including without limitation, the specific location, design and layout of any such PAD, the Commercial Unit, any common areas and facilities, the Buildings and any other aspect of the PADs, Commercial Unit or the Project. Prospective Purchaser shall not rely on any representations relating to the Project or the Selected PAD other than those which may in the future be contained in the REPC or the governing documents for the Project and the Residence.

7. **Non-Binding Reservation.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS RESERVATION MAY BE TERMINATED AT ANY TIME, AND FOR ANY REASON OR NO REASON, BY PROSPECTIVE PURCHASER BY DELIVERING WRITTEN NOTIFICATION TO DEVELOPER. IN ADDITION, DEVELOPER MAY TERMINATE THIS RESERVATION AT ANY TIME, AND FOR ANY REASON OR NO REASON, BY DELIVERING WRITTEN NOTIFICATION TO THE PROSPECTIVE PURCHASER. THIS RESERVATION DOES NOT CREATE ANY LEGALLY BINDING OBLIGATIONS ON PROSPECTIVE PURCHASER TO PURCHASE ANY PAD OR ON DEVELOPER TO SELL ANY PAD TO PROSPECTIVE PURCHASER.
8. **Guaranteed Return of Deposit.** The entire Deposit, without interest, will be returned to Prospective Purchaser within seven (7) calendar days after the occurrence of any of the following: (a) this Reservation is not accepted by Developer; (b) Prospective Purchaser elects to terminate this Reservation; (c) Developer elects to terminate this Reservation; (d) this Reservation is automatically terminated pursuant to Section 2; or (e) Prospective Purchaser does not enter into a REPC on or before the Contract Deadline after receiving Notice of Plat Recordation.
9. **Application of Deposit Under Terms of a Purchase Contract.** In the event Prospective Purchaser and Developer enter into a REPC with regard to the Selected PAD then the Deposit will be disbursed in accordance with the terms and conditions of the REPC (for example, applied to the first deposit required under the REPC).
10. **Reservation Not Assignable.** Prospective Purchaser may not assign this Reservation to any other person or entity without Developer's consent, and any attempt to do so shall be of no legal force or effect.
11. **Disclosure of Agency and Procuring Clause.** Developer is represented by _____ of Berkshire Hathaway HomeServices Utah Residences, a licensed Utah real estate agent or broker. Unless Prospective Purchaser is represented by some other real estate agent licensed by the Utah Division of Real Estate at the time of execution of this Reservation or the REPC, then the agent identified above shall be deemed to be the sole procuring cause of the Prospective Purchaser's purchase of the Selected PAD, if such a purchase occurs. If Prospective Purchaser is separately represented by another Utah real estate agent at this time, Prospective Purchaser identifies that agent as _____ (Name of Utah Agent) who is affiliated with _____ (Name of Utah Real Estate Brokerage).
12. **Condominium Contingencies.** Prospective Purchaser understands that there are numerous contingencies associated with the development of the Project and the PADs including, by way of example, the need for Developer to secure all necessary approvals from governmental bodies having jurisdiction over the Project, the ability of Developer to arrange financing for the construction of the Project and the ability of Developer to negotiate construction and other development-related contracts that are satisfactory to Developer in its sole discretion. There can be no assurance that Developer will be able to satisfy these contingencies.

13. Notices. All notices to be delivered hereunder shall be sent by U.S. Mail Certified, Return Receipt Requested, electronic mail or delivered in person. Notices shall be sent to the addresses listed with each party's signature below, or to such other addresses as may be designated by the parties in writing. Developer's authorized agent or broker may send notices at the direction of and in place of Developer. Each such notice sent by mail shall be deemed delivered on the first business day following its receipt, refusal or attempted delivery, as appropriate, at the address of the party to be noticed. Each notice sent by electronic mail shall be deemed delivered on the day it is received, if received on or before 5:00 p.m. recipient's local time, or, if later, on the first business day after its receipt. In order to be effective, any notice sent by electronic mail shall be followed by a copy of such notice sent by facsimile transmission or overnight courier to the recipient party within three (3) business days following the email transmission. Each notice delivered in person shall be deemed delivered on the date that it is actually delivered to the address of the recipient.

14. Acknowledgements.

- (a) Reservation Not an Offer or Contract for Sale. Prospective Purchaser understands that this Reservation is not a contract for sale or transfer of any PAD or an offer to sell or transfer, or negotiation to sell or transfer, any PAD.
- (b) Acceptance of Reservation. Developer's receipt of this Reservation does not in and of itself constitute Developer's acceptance of this Reservation. Only a mutually signed and communicated Reservation by both parties constitutes an accepted Reservation. Only a REPC signed by Prospective Purchaser and Developer shall constitute a binding contract for the purchase and sale of a PAD.
- (c) Notices. Prospective Purchaser completely understands that any and all referenced notices may be hand delivered or emailed to any agent representing the Prospective Purchaser, and thereby considered delivered to Prospective Purchaser if received by such agent.

15. Counterparts and Facsimiles. This Reservation may be signed in counterparts, which, when taken together shall constitute one complete document. Electronic transmission of this signed document, and any retransmission of any signed electronic transmission, shall be the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Reservation as of the dates set forth below.

PROSPECTIVE PURCHASER:

Date: _____

Address: _____

Phone: _____

Email: _____

Facsimile: _____

DEVELOPER:

CANYONS TWO, LLC
A Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Facsimile: _____

ACKNOWLEDGE OF DEPOSIT RECEIPT

Receipt of the Deposit is hereby acknowledged by Escrow Agent on _____.

By: _____

Its: _____

Address: _____

Phone: (_____) _____