

FOUNDERS PLACE – PHASE 3

RESERVATION OF INTEREST AGREEMENT

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

RECEIPT OF DEPOSIT

The undersigned, _____ (“**Prospective Purchaser**”) hereby delivers to Metro National Title (“**Escrow Agent**”), as agent for Deer Hollow Development 3, LLC, a Delaware limited liability company (“**Developer**”), a deposit in the amount of **\$100,000.00** (the “**Deposit**”), in the form of a money wire or check made payable to the Escrow Agent, together with an original copy of this Reservation of Interest Agreement (“**Reservation of Interest**”) fully executed by Prospective Purchaser. Upon acceptance of this Reservation of Interest by Developer, as evidenced by Developer’s execution of this Reservation of Interest, the Deposit shall be deposited into a trust account of the Escrow Agent. The Deposit shall be separately accounted for by the Escrow Agent. This Reservation of Interest shall only be effective upon receipt of the Deposit by the Escrow Agent.

RESERVATION OF INTEREST

1. ***The Condominium.*** Developer is in the process of developing a condominium project to be known as Founders Place Condominiums - Phase III, located in Park City, Wasatch County, Utah (the “**Community**”). The Community is tentatively planned to include one (1) multi-story residential building (the “**Building**”) containing a total of twenty-four (24) condominiums, with the intention that it be developed in conjunction with other surrounding properties.
2. ***Reservation Agreement Request.*** Prospective Purchaser hereby reserves a nonbinding interest within the Community. Upon written notice from Developer, Prospective Purchaser shall receive the opportunity to sign and submit to Developer a nonbinding reservation agreement (the “**Reservation Agreement**”), which will identify a unit (the “**Unit**”) within the Community at a purchase price set by Developer. This Reservation of Interest will permit Prospective Purchaser to reserve to itself a position of advantage for selecting potential Units in the Community. The Reservation of Interest shall reserve Prospective Purchaser’s position in line relative to other third-party prospective purchasers based upon the date and time Prospective Purchaser executes this Reservation of Interest and submits it to Developer. This Reservation of Interest is only effective as to third-party purchasers. It does not limit the ability of Developer, Developer’s members, or any parties related thereto to reserve unto themselves Units within the Community, nor does it limit Developer from selling all or a portion of the Community to other developers or investors.
3. ***Reservation Agreement.*** Developer is engaged in the planning and development of the Community and intends to enter into nonbinding Reservation Agreements upon approval of a Condominium Plat Application (“**Plat**”) for the Community. Following approval of the Plat,

Developer shall send to Prospective Purchaser, depending upon its respective position in line in relation to other prospective purchasers, a notice of opportunity to select a Unit within the Community and to enter into a Reservation Agreement (“**Notice of Plat Approval and Opportunity to Select**”). Prospective Purchaser shall have a certain number of hours from the time Developer sends the Notice of Plat Approval and Opportunity to Select to identify the Unit and to return an executed nonbinding Reservation Agreement to Developer. Developer shall expressly specify the time period for responding to the Notice of Plat Approval and Opportunity to Select. Prospective Purchaser shall then deposit any required refundable reservation deposit with Escrow Agent within three (3) days of the date of the Notice of Plat Approval and Opportunity to Select. IF AFTER RECEIVING THE NOTICE OF PLAT APPROVAL AND OPPORTUNITY TO SELECT PROSPECTIVE PURCHASER FAILS TO TIMELY IDENTIFY A UNIT, RETURN THE EXECUTED RESERVATION AGREEMENT, AND/OR MAKE THE DEPOSIT, THEN PROSPECTIVE PURCHASER SHALL BE DEEMED TO HAVE ELECTED TO NOT ENTER INTO A RESERVATION AGREEMENT AND THIS RESERVATION OF INTEREST SHALL AUTOMATICALLY TERMINATE, whereupon Developer shall give notice to Escrow Agent of such termination, and Escrow Agent is authorized and directed to return the Deposit to Prospective Purchaser. In such an event, Prospective Purchaser shall have no further rights in relation to this Reservation of Interest.

4. **Community Documentation.** It is currently anticipated that the Unit shall be subject to the Utah Condominium Ownership Act, Utah Code § 57-8-1, *et seq.*, as well as other documents governing the Community, a master association, and the larger Deer Valley Resort. Membership in the condominium owners’ association and any master association will be mandatory and annual or other assessments will apply.

5. **Developer’s Rights to Make Changes.** Prospective Purchaser understands that the concepts, drawings, brochures and other materials, if any, that have been provided to Prospective Purchaser regarding the Unit and the Community are preliminary. Developer reserves that right in its sole discretion to change any and all aspects of the Unit, including without limitation, the specific location, design and layout of any Unit, any common areas and facilities, the Building and any other aspect of the Unit or the Community. Prospective Purchaser shall not rely on any representations relating to the Community or the Unit other than those which may in the future be contained in an actual Real Estate Purchase Contract (“**REPC**”) or the governing documents for the Community.

6. **Non-Binding Reservation of Interest.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS RESERVATION OF INTEREST 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 OF INTEREST AT ANY TIME, AND FOR ANY REASON OR NO REASON, BY DELIVERING WRITTEN NOTIFICATION TO PROSPECTIVE PURCHASER.** THIS RESERVATION OF INTEREST DOES NOT CREATE ANY LEGALLY BINDING OBLIGATIONS ON PROSPECTIVE PURCHASER TO PURCHASE THE UNIT OR ON DEVELOPER TO SELL THE UNIT TO PROSPECTIVE PURCHASER.

7. **Return of Deposit.** The entire Deposit, without interest, will be returned to Prospective

Purchaser within seven (7) calendar days if: (a) this Reservation of Interest is not accepted by Developer; (b) Prospective Purchaser elects to terminate this Reservation of Interest; (c) Developer elects to terminate this Reservation of Interest; or (d) Prospective Purchaser does not enter into a Reservation Agreement on or before the deadline provided after receiving the Notice of Plat Approval and Opportunity to Select.

8. ***Application of Deposit Under Terms of a Purchase Contract.*** In the event Prospective Purchaser and Developer enter into a REPC with regard to a Unit, then the Deposit will be disbursed in accordance with the terms and conditions of the REPC (for example, applied to the purchase price of the Unit if Prospective Purchaser closes under the REPC).

9. ***Reservation of Interest Not Assignable.*** This Reservation of Interest is personal to Prospective Purchaser and Prospective Purchaser shall not assign this Reservation of Interest without the prior written consent of Developer, which consent Developer may grant or withhold in Developer's sole discretion. Any purported assignment of this Reservation of Interest without Developer's written consent shall be void and of no effect. Developer's refusal to consent to any assignment of this Reservation of Interest shall not give Prospective Purchaser any rights or claims for damages against Developer. Prospective Purchaser may assign this Reservation of Interest to any legal entity fully controlled by Prospective Purchaser and organized for the acquisition and ownership of the Unit. Developer may assign this Reservation of Interest without Prospective Purchaser's consent.

10. ***Disclosure of Agency and Procuring Clause.*** Developer is represented by Matthew Magnotta and Carsyn Lamb of Christies International Real Estate Park City, a licensed Utah real estate agent or broker. Unless Prospective Purchaser is represented by some other realtor licensed by the Utah Division of Real Estate at the time of execution of this Reservation of Interest or the REPC, then the agent identified above shall be deemed to be the sole procuring cause of Prospective Purchaser's purchase of the Unit, if such a purchase occurs. If Prospective Purchaser is separately represented by another Utah realtor at this time, Prospective Purchaser identifies that agent as _____ (Name of Utah Agent) who is affiliated with _____ (Name of Utah Real Estate Brokerage).

11. ***Development Contingencies.*** Prospective Purchaser understands that there are numerous contingencies associated with the development of the Unit and Community including, by way of example, the need for Developer to secure all necessary approvals from governmental bodies having jurisdiction over the Community, the ability of Developer to arrange financing for the construction of the Unit and Community, and the ability of Developer to negotiate construction and other development-related contracts that are satisfactory to Developer in its sole discretion. There are no assurances that Developer will be able to satisfy these contingencies.

12. ***Notices.*** All notices to be delivered hereunder shall be sent by electronic mail. Notices shall be sent to any or all of the email addresses listed with each party's signature below, or to such other email 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 shall be deemed received upon the email having been sent. It shall be Prospective Purchaser's responsibility to maintain current email addresses with Developer. The nature of this Reservation

of Interest is such that only email notice shall be permitted on account of the short timeframes for performance.

13. Acknowledgements.

a. Prospective Purchaser understands that this Reservation of Interest is not a contract for sale or transfer of any Unit, or an offer to sell or transfer, or negotiation to sell or transfer, any Unit.

b. Developer has made no representations as to any investment value connected with any Unit.

c. Developer is not limited in the number of reservation of interest agreements it may enter into with respect to the Community. Execution of this Reservation of Interest does not guarantee Prospective Purchaser the right to purchase a Unit.

d. Developer's receipt of this Reservation of Interest does not in and of itself constitute Developer's acceptance of this Reservation of Interest. Only a mutually signed and communicated Reservation of Interest by both parties constitutes an accepted Reservation of Interest. **Only a REPC signed by Prospective Purchaser and Developer following recording of the Plat shall constitute a binding contract for the purchase and sale of a Unit.**

e. Prospective Purchaser understands that any and all referenced notices may be emailed to any agent representing Prospective Purchaser, and are thereby considered delivered to Prospective Purchaser if received by such agent.

f. Prospective Purchaser hereby acknowledges that Developer, as of the date of this Reservation of Interest, does not hold fee simple title to the Community or the Building. Notwithstanding, as evidenced by that certain Memorandum of Contribution Agreement, dated December 12, 2020, recorded with the Office of the Wasatch County Recorder, Deer Crest Associates I, L.C., a Utah limited liability company, and current holder of fee simple title to the Community, will contribute the Community, in connection with the development thereof, to an affiliate of Developer ("**Contribution**"). Developer hereby agrees and confirms that (i) the Contribution shall be effectuated prior to the execution by Developer of the Reservation Agreement, and (ii) upon execution by Developer of the Reservation Agreement, Developer shall have full rights to enter into the REPC and convey the Unit to Prospective Purchaser in accordance with the terms thereof.

14. Counterparts and Facsimiles. This Reservation of Interest 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.

[Signature Page Follows]

PROSPECTIVE PURCHASER:

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

Address:

Phone:

Email:

DEVELOPER:

Deer Hollow Development 3, LLC, a Delaware limited liability company

By: _____

Its: _____

Date: _____

Address:

1700 Park Avenue
Suite 2020
Park City, UT 84060

Phone:

Email:

Receipt of Deposit is hereby acknowledged by Escrow Agent on _____, 20__.

Metro National Title

Address:

By: _____

Its: _____

Date: _____

1492 Park Avenue
Park City, UT 84060
Attn: Lucas Newman
Phone: (435) 252-5503
Email: lucas@metrotitle.com