

RESERVATION AGREEMENT
Meadowlark at Mountain Village
Town of Mountain Village, Colorado

THIS RESERVATION AGREEMENT is made this ____ day of _____, 20__, between Meadowlark 644, LLC, a Colorado limited liability company (hereinafter the "Developer"), whose address is 105 Edwards Village Boulevard #C201, PO Box 2444, Edwards, CO 81632 and _____ (hereinafter "Prospect"), a prospective purchaser of a unit within the proposed Meadowlark at Mountain Village Condominiums project.

RECITALS

A. The Developer is building a project located at Lot 644, Town of Mountain Village, being developed as 29 condominiums to be known as Meadowlark at Mountain Village (the "Subdivision").

B. Developer has obtained the necessary approvals from the Town of Mountain Village to construct the Subdivision, and is taking advance reservations for the right to purchase residential units within the Subdivision as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Reservation Deposit. Upon execution of this Reservation Agreement, Prospect shall deliver a deposit in the amount of \$500.00 (hereinafter "Reservation Deposit"), the receipt of which is hereby acknowledged by Developer. No later than three (3) business days from the date hereof, the Developer shall deliver the Reservation Deposit to the Escrow Agent as provided in Paragraph 2 below. The Reservation Deposit is refundable in accordance with the provisions of this Reservation Agreement.

2. Escrow Agent. The Town of Mountain Village shall be the Escrow Agent for purposes of this Reservation Agreement. Escrow Agent shall place the Reservation Deposit in a non-interest bearing account on behalf of Prospect and shall release said funds only pursuant to written instructions signed by Prospect and Developer in accordance with this Agreement. In the event that Prospect and Developer do not agree on the release or disposition of such funds, or if a dispute arises between them with respect to the funds, then Escrow Agent shall have the right to deposit the funds into the Court Registry of the San Miguel County District Court, file an interpleader action naming Prospect and Developer with a request for the Court to determine the their rights to any such funds, and deduct Escrow Agent's costs related thereto from the deposit.

3. Reserved Unit. Prospect hereby makes, and the Developer accepts, a reservation of the following Unit ("Reserved Unit").

Reserved Unit: _____ Meadowlark Lane, Mountain Village, CO
together with assigned Parking Space(s) _____
(insert "n/a" if no assigned parking is included)

Reserved Purchase Price: \$ _____

Provided Developer is able to and determines to develop the Subdivision, then before selling to any other party, Developer will submit to Prospect a purchase and sale agreement and related condominium documents (the "Contract Documents") for the sale and purchase of the Reserved Unit. No representation has been made to Prospect, and Developer expressly disclaims any representation, relating to the size of the Reserved Unit, the Reserved Unit's location within the Subdivision, the exact configuration of rooms within the Reserved Unit, or any other matter. Developer expressly reserves the right to terminate this Agreement in accordance with Section 5 below.

For so long as this Reservation Agreement remains in effect, the Developer agrees not to reserve, or enter into a contract to sell the Reserved Unit to any other party. Prospect hereby agrees that the purchase and sale of the Reserved Unit, if consummated, shall be subject to all applicable terms, covenants, conditions or restrictions which shall be set forth in the Contract Documents.

4. Execution of Contract Documents. Prospect shall have ten (10) business days after receipt of Contract Documents to deliver to Developer the executed Contract Documents along with cash or certified funds in the amount of the earnest money deposit called for in such Contract Documents less the Reservation Deposit. The Reservation Deposit shall be applied to the earnest money deposit required under the Contract Documents and will be delivered to Developer by the Escrow Agent as directed in the Contract Documents when they are fully signed.

If Prospect fails to execute and deliver the Contract Documents and earnest money deposit to Developer within such ten (10) business day period, Prospect shall be deemed to have Terminated this Reservation Agreement in accordance with Section 5.a below and have forfeited all rights to the Reserved Unit and the Escrow Agent shall return the Reservation Deposit to Prospect within five (5) business days after notice from either Developer or Prospect. Upon return of the Reservation Deposit to Prospect, this Agreement shall be deemed terminated and to be of no further force and effect.

5. Termination.

a. Termination by Prospect. Prospect may terminate this Reservation Agreement at any time prior to execution of the Contract Documents by delivery of a written notice of termination to the Developer and Escrow Agent, in which case Escrow Agent or Developer (as applicable) shall return the Reservation Deposit.

b. Termination by the Developer. If for any reason whatsoever Developer cannot or determines not to develop the Subdivision prior to the execution of the Contract Documents, the Developer may terminate this Reservation Agreement by delivery of a written

notice of termination to Prospect and Escrow Agent. In the event the Developer terminates the Reservation Agreement, Escrow Agent shall return the Reservation Deposit to Prospect.

6. Prospect Acknowledgements. Prospect acknowledges that:

- a. the Contract Documents may contain certain development contingencies such as receipt by Developer of permits and other governmental approvals and the final platting of the condominium units within the Subdivision;
- b. although Developer may have provided Prospect with a preliminary price for the Proposed Unit, the preliminary price is non-binding upon either party, and is subject to modification by Developer until such time as the Contract Documents are submitted to Prospect as provided in Section 3 above;
- c. the sole purpose of this Reservation Agreement is to give Prospect the rights set forth in Sections 3 and 4 above;
- d. this Agreement is not a contract for sale or transfer of the Reserved Unit nor an offer to sell or transfer or negotiate to sell or transfer the Reserved Unit;
- e. no statements have been made to Prospect representing or emphasizing the investment potential of property in general or of the Subdivision in particular by Developer, its salespeople, agents, representatives, or employees; nor have there been any inducements or representations concerning the rentals or tax benefits to be derived by Prospect through ownership of the Reserved Unit, and Prospect disclaims that Prospect's motivation for buying the Reserved Unit is the investment or economic benefit to be derived from ownership of the Reserved Unit; and
- f. Developer has the right to assign this Agreement to any entity that owns the Subdivision at any time, without Prospect's consent and, in the case of assignment, any Contract Documents executed for the Reserved Unit shall be in the name of such entity.

7. No Brokers. Developer and Prospect each warrant and represent to the other that no real estate broker is involved in the transaction contemplated by this Agreement, and no real estate commission will be due upon the sale of the Unit. In the event that either party engages a real estate broker notwithstanding this representation, such party shall be solely responsible for any fees or commissions due or claimed due to such broker.

8. Non-Transferable. The Reservation hereby made by Prospect and accepted by the Developer is made to Prospect personally and is not transferable or assignable. Any attempt to transfer or assign the Reservation in violation of this paragraph shall be void. The Purchase and Sale Agreement itself may be assignable only if and to the extent expressly provided therein.

9. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Reservation Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association or such other rules as the parties may agree. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof.

10. Reserved Rights of the Developer. Nothing herein shall be construed to prevent the Developer, in its sole discretion, from modifying the plan for the Subdivision.

11. Counterparts. This Reservation Agreement may be executed in one or more duplicate original counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

12. Notice. Notice under this Reservation Agreement shall be provided in writing to designated representative at the following addresses below. Notices shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission provided that notice provided via email will be followed with a hard copy or the original email that is delivered via certified mail. The date of the original email being the date that the recipient was originally served.

a. Notice to Developer.

Michael O'Connor
Triumph Development West, LLC
PO Box 2444 (USPS registered mail)
105 Edwards Village Blvd. – Suite #C201 (common carrier)

Edwards, CO 81632

michael@triumphdev.com

(240) 793-6405

b. Notice to Prospect.

Name: _____

Address: _____

Email: _____

Phone #: _____

This Reservation Agreement is effective as of the date first written above.

DEVELOPER:

Meadowlark 644, LLC, a Colorado limited liability company

By: Triumph Development West, LLC
Manager of Meadowlark 644, LLC

M. Michael O'Connor, its Manager

PROSPECT

Signed: _____

By: _____