

ATARA™ Desert Color

CONDOMINIUM HOTEL UNIT RESERVATION

THIS IS NOT AN OFFER TO PURCHASE OR SELL. YOU ARE NOT ESTABLISHING A LEGAL RIGHT OR CLAIM TO ANY CONDOMINIUM HOTEL UNIT OR PURCHASE RIGHT BY SIGNING THIS RESERVATION.

ATARA DESERT COLOR, LLC, a Delaware limited liability company (“Developer”), owns, or is under contract to purchase, certain real property located in St. George, Washington County, Utah and intends to develop a condominium hotel project to be known as ATARA™ Desert Color (the “Project”) on the property. The undersigned reservation holder (the “Reservation Holder”) does hereby make this Unit Reservation for the potential purchase of a condominium hotel unit in the Project (the “Reservation”).

RESERVATION

1. Reservation of Interest.

By initialing below, Reservation Holder registers their interest in reserving a condominium hotel unit in the Project (the “Reserved Unit”). Reservation Holder acknowledges and agrees that the reservation is not a reservation of any specific condominium hotel unit within the Project. Reservation Holder further acknowledges and agrees that Developer anticipates the release of the final design for the Project in approximately October of 2022 at which time Reservation Holder will be contacted and this Reservation may be further revised to identify a specific condominium hotel unit within the Project as the Reserved Unit.

2. Reservation Deposit.

Reservation Holder shall, within twenty-four (24) hours after signing this Reservation, deliver a reservation deposit in the amount of Five Thousand U.S. Dollars (U.S. \$5,000.00)(the “Deposit”) made payable to First American Title Insurance Company Attn: Jeff T. Barnes, located at 50 East 100 South, Ste. 100, St. George, UT 84770 (the “Escrow Agent”). The Deposit will be placed in a non-interest-bearing escrow account with Escrow Agent and held and disbursed by Escrow Agent in accordance with this Reservation. Receipt of the Deposit is hereby acknowledged by Escrow Agent as of the date set forth below.

3. Contract Deadline.

Developer anticipates recordation of the Final Plat for the Property on or before August 31, 2023; however, that date is not binding upon Developer. Upon recordation of the Final Plat for the Property, Developer intends to provide Reservation Holder with: (i) a *Notice of Plat Recordation*; (ii) a Real Estate Purchase Contract (“REPC”) for the Reserved Unit; and (iii) the documents describing the Property and the Reserved Unit (“Seller’s Disclosures”). Unless this Reservation is earlier terminated by Developer or Reservation Holder, upon the issuance of the Notice of Plat Recordation, Reservation Holder shall have fourteen (14) days within which to execute and deliver

to Developer a fully executed REPC (the "Contract Deadline") on Developer's standard form and to deliver all related documents and any additional deposit for the Reserved Unit. IN THE EVENT RESERVATION HOLDER FAILS TO EXECUTE AND RETURN THE DEVELOPER'S FORM OF REPC AND RELATED DOCUMENTS AND PROVIDE THE ADDITIONAL DEPOSIT WITHIN THE CONTRACT DEADLINE, THE RESERVATION HOLDER SHALL BE DEEMED TO HAVE ELECTED NOT TO PURCHASE THE RESERVED UNIT. THEREAFTER, DEVELOPER SHALL CAUSE ESCROW AGENT TO RETURN THE DEPOSIT TO RESERVATION HOLDER. ESCROW AGENT SHALL DISBURSE THE DEPOSIT ONLY AFTER ESCROW AGENT'S RECEIPT OF **MUTUAL INSTRUCTIONS FROM DEVELOPER AND RESERVATION HOLDER.**

RESERVATION HOLDER INITIALS: _____

4. Developer's Right to Make Changes.

Reservation Holder understands that the drawings, brochures and other materials that have been provided to Reservation Holder regarding the Reserved condominium hotel unit and the Project are subject to change. Developer reserves the right in its sole discretion to change various aspects of the Reserved condominium hotel unit and the Project, including without limitation, the specific location, design and layout of the Residence, other condominium hotel units, any common areas and facilities, the Buildings and any other aspect of the Reserved condominium hotel unit, other condominium hotel units or the Project. Reservation Holder shall not rely on any representation relating to the Project or the Reserved condominium hotel unit other than those which may in the future be contained in the REPC or the governing documents for the Project and the Reserved condominium hotel unit.

5. 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 RESERVATION HOLDER 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 RESERVATION HOLDER. THIS RESERVATION DOES NOT CREATE ANY LEGALLY BINDING OBLIGATIONS ON RESERVATION HOLDER TO PURCHASE THE RESERVED UNIT OR ON DEVELOPER TO SELL THE RESERVED UNIT TO RESERVATION HOLDER.

6. Guaranteed Return of Deposit.

ONLY AFTER ESCROW AGENT'S RECEIPT OF **MUTUAL INSTRUCTIONS FROM DEVELOPER AND RESERVATION HOLDER**, the entire Deposit, without interest, will be returned to Reservation Holder within ten (10) calendar days if: (a) this Reservation is not accepted by Developer; (b) Reservation Holder elects to terminate this Reservation; (c) Developer elects to terminate this Reservation; or (d) Reservation Holder does not enter into a REPC on or before the Contract Deadline.

7. Application of Deposit Under Terms of a Purchase Contract.

In the event Reservation Holder and Developer enter into a REPC with regard to the Reserved Unit (or another condominium hotel unit within the Project), upon mutual instructions from Developer and Reservation Holder, 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).

8. Reservation Not Assignable.

This Reservation is personal to the Reservation Holder and the Reservation Holder shall not and has no right to assign, sell or transfer Reservation Holder's interest in this Reservation without Developer's prior written consent, which consent may be withheld in the Developer's sole and absolute discretion. Any assignment or attempted assignment by Reservation Holder of this Reservation without Developer's prior written consent will be void and of no legal effect. Developer may assign this Reservation to an affiliate or related entity responsible for developing the Project. Reservation Holder recognizes that this Reservation is not an agreement to sell the Reserved condominium hotel unit and that it does not confer any right to a lien upon or interest in any condominium hotel unit(s), including the Reserved condominium hotel unit or on the Project. Developer may take any action and record any document pertaining to any condominium hotel units and the Project as Developer may wish.

9. Disclosure of Agency and Procuring Clause.

Developer is represented by Berkshire Hathaway HomeServices Utah Properties, a licensed Utah real estate brokerage (the "Broker"). Unless Reservation Holder is a Seller Member or Relationship Buyer (as such terms are defined in the Agreement between Developer and Broker) or is represented by some other real estate agent licensed by the Utah Division of Real Estate at the time of execution of this Reservation, then the Broker shall be deemed to be the sole procuring cause of the Reservation Holder's purchase of the Reserved Unit, if such a purchase occurs. If Reservation Holder is separately represented by another Utah real estate agent at this time, Reservation Holder identifies that agent as _____ (name of Utah agent) who is affiliated with _____ (name of Utah real estate brokerage).

10. Contingencies.

Reservation Holder understands that there are numerous contingencies associated with the development of the Project and the condominium hotel units including by way of illustration, 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 on terms acceptable to Developer, 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 and Developer makes no representation or warranty that it will construct or deliver the Reserved condominium hotel unit.

11. Notices.

All notices to be delivered hereunder shall be sent by U.S. Mail Certified, Return Receipt Requested 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 delivered in person shall be deemed delivered on the date that it is actually delivered to the address of the recipient.

12. Acknowledgements.

- (a) *Reservation Not an Offer or Contract for Sale.* Reservation Holder understands that this Reservation is not a contract for the sale or transfer, or negotiation to sell or transfer, the Reserved Unit or any other condominium hotel unit. This Reservation shall not constitute an offer or solicitation in any state where registration of the Project is required, unless Developer has previously registered the Project in such state.
- (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 Reservation Holder and Developer shall constitute a binding contract for purchase and sale of a condominium hotel unit.
- (c) *Notices.* Reservation Holder completely understands that any and all referenced notices may be hand delivered to any agent representing the Reservation Holder, and thereby considered delivered to Reservation Holder if received by such agent.
- (d) Reservation Holder acknowledges that (i) the Reserved Unit and the Project are being developed and offered by Developer and not by Marriott International, Inc., or its affiliates ("Marriott"), (ii) Marriott has not confirmed the accuracy of or endorsed any marketing or sales materials provided by Developer, and Developer is solely responsible for the content thereof, (iii) Marriott is not part of or an agent for Developer and has not acted and will not act as broker, finder or agent in connection with the offer, reservation or sale of the Reserved Unit or any other condominium hotel unit, and is neither encouraging nor discouraging the reservation or purchase of or any investment in any condominium hotel unit, and (iv) Developer is solely responsible to honor its obligations to Reservation Holder hereunder, including to the refund to Reservation Holder of any deposit.

13. Counterparts and Electronic Transmission.

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 the delivery of an original.

14. Title Insurance.

In the event Reservation Holder elects to purchase the Reserved Unit, at the time of closing such purchase, a policy of title insurance shall be issued by Escrow Agent to Reservation Holder, as buyer, subject to the terms and conditions of the REPC and a title insurance commitment to be issued by Escrow Agent.

15. Indemnification of Escrow Agent.

Escrow Agent hereby conditionally accepts and agrees to act as escrow agent and to hold and disburse the Deposit as set forth in this Reservation. Developer and Reservation Holder agree that Escrow Agent shall have no liability under this Reservation other than to hold and disburse the Deposit as set forth herein. Developer and Reservation Holder shall jointly and severally indemnify and hold Escrow Agent harmless against all claims, liability, damages, expenses and attorneys' fees which Escrow Agent may incur or sustain in connection with this Reservation.

[SIGNATURE PAGE(S) TO FOLLOW]

AGREED TO, SIGNED AND DATED this ____ day of _____, 20__.

DEVELOPER

ATARA DESERT COLOR, LLC, a Delaware
Limited liability company

Name: _____

Its: _____

RESERVATION HOLDER

Signature of Reservation Holder

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

E-mail: _____

ACKNOWLEDGMENT BY ESCROW AGENT

Escrow Agent acknowledges receipt of the Deposit.

Dated: _____

By: _____

Name: _____

Its: _____