

RESERVATION AGREEMENT

DATE:	DEPOSITOR:
DEVELOPER:	7 HERMIT CONDOS, LLC
PROPERTY: 7 I	HERMIT CONDOMINIUMS, Eagle County, Colorado
	ORITY: Based on the selection priority number (section 8G) the Depositor will on of any of the remaining unit based on the site plan attached hereto as Exhibit A.
name of which i	oses to develop and construct a residential condominium project (the "Project") the s 7 Hermit Condominiums and which will be located on the Property. The Developer ce reservations that will give the Depositor an opportunity to select a unit based on a of the proposed condominium units within the Project based on their respective

Depositor and Developer agree as follows:

- Depositor shall deposit in the form of a wire or certified check the sum of \$10,000.00 (the
 "Deposit"), with Land Title Guarantee Company ("Title Company") as a deposit to reserve the
 right to select a unit based on their selection priority, subject to all of the terms and conditions of
 this Agreement.
- 2. The Deposit shall be held by Title Company in an escrow account.
- 3. Provided Developer is able to and determines to develop the Project, then before selling to any other party, Developer will submit to Depositor a contract and related documents (the "Contract Documents") for the sale and purchase of the Unit.
- 4. Depositor shall have three (3) business days after receipt of Contract Documents to deliver to the Developer the executed Contract Documents along with a wire or certified check in the amount of the earnest money deposit called for in such Contract Documents less the Deposit. The Deposit shall be applied to the earnest money deposit required under the Contract Documents and will be delivered to the Developer by Title Company as directed in the Contract Documents when they are fully signed.





- 5. If Depositor fails to execute and deliver the Contract Documents and earnest money deposit to Developer within such three (3) business day period, Depositor shall have forfeited all rights to their Selection Priority and Title Company shall return the Deposit to Depositor within five (5) business days after notice from either Developer or Depositor. Upon return of the Deposit to Depositor, this Agreement shall be deemed terminated and to be of no further force and effect.
- 6. If for any reason whatsoever Depositor should decide that Depositor desires the return of the Deposit prior to the execution of the Contract Documents, and provided Depositor requests the return of the Deposit in writing to Title Company, the Deposit shall be returned to Depositor by Title Company within five (5) business days after Depositor's request, and this Agreement shall thereby be terminated and of no further force and effect.
- 7. For any reason whatsoever, the Developer shall have the right to direct the Title Company to refund the Deposit to Depositor, and upon delivery of the Deposit this Agreement shall thereby be terminated and of no further force and effect.
- 8. Depositor 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 Property;
 - b. Although Developer may have provided Depositor with a preliminary price for the the limited selected units, 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 Depositor as provided in Section 3 above;
 - c. The sole purpose of this Reservation Agreement is to give Depositor the rights set forth in Sections 3 and 4 above;
 - d. This Agreement is not a contract for sale or transfer of their Selection Priority nor an offer to sell or transfer or negotiate to sell or transfer the Selection Priority;
 - e. No statements have been made to Depositor representing or emphasizing the investment potential of property in general or of the Project 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 Depositor through ownership of the Unit, and Depositor disclaims that Depositor's motivation for buying the Unit is the investment or economic benefit to be derived from ownership of the Unit; and





f. Developer has the right to assign this Reservation Agreement to any entity that owns the Property at any time, without Depositor's consent and, in the case of assignment, any Contract Documents executed for the Unit shall be in the name of such entity. The Depositor may not assign this Reservation Agreement to any other person or entity without the prior written consent of the Developer, which consent Developer may grant or deny in the Developer's sole and absolute discretion.

g. Depositor affirms that they are a member of one of these categories by checking one of the
priority boxes below:
(1) Town of Eagle Resident
(2) Eagle County Resident
(3) Other:

- h. For the first thirty (30) days which ends on March 3rd 2023, Town of Eagle residents will be issued a priority number based on the date/time of funds received at the Title Company. Eagle County residents that submit reservation agreements and deposits prior to March 3rd 2023 will have priority assigned on March 4th, 2023. The Eagle County residents priority will follow previously assigned priority and will be based on date/time of funds received at the Title Company. Following March 4th 2023, priority will be issued equally to all reservation agreements and deposits based on funds received at the Title Company.
- i. Developer has informed Depositor, and Depositor acknowledges and understands, that the Property described in this Reservation Agreement is located within one of the Haymeadow Metropolitan District Nos. 1-6 ("Metro Districts"), which are all Colorado special districts. The Metro Districts will provide public services and infrastructure to the Property and will levy ad valorem taxes against the Property and impose rates, fees and charges for such services and facilities. Depositor recognizes and agrees that, by virtue of entering into this Agent Reservation Agreement, Depositor acquires no right or interest in the Property which qualifies Depositor as an eligible elector to vote in, receive notices of, or otherwise participate in, any election or other proceeding involving any of the Metro Districts, including without limitation the May 2, 2023 election at which the Metro Districts will elect candidates to serve on their respective boards of directors and authorize increased debt to be paid from property taxes.





Developer's real estate broker is <u>SCOTT SCHLOSSER</u> (name) with <u>COLDWELL BANKER</u>					
<u>DISTINCTIVE PROPERTI</u> ES (company). Deposit					
(name) with					
Depositor is represented by a real estate broker, said broker must be listed in this Reservation Agreement at the time it is signed by Depositor.					
IN WITNESS WHEREOF, the undersigned have executed this Reservation Agreement on the date first above written.					
De positer					
Entity Name (if any):					
Name(s):					
Title: Pho	one:				
Address:					
Signature:	Signature:				
Developer					
Entity Name: 7 HERMIT CONDOS, LLC					
Name:	Title:				
Signature:					





EXHIBIT A 7 Hermit Condominiums - Initial Offering Updated 12/18/2023





COLDWELL BANKER
DISTINCTIVE
PROPERTIES



EXHIBIT A

7 Hermit Condominiums - Initial Offering Updated 12/18/2023

Building A	Beds Baths	Unit SF	Balcony SF
A304 (Floorplan A)	2 BD 2 BA	1,010 SF	105 SF
Building B	Beds Baths	Unit SF	Balcony SF
B302 (Floorplan B)	2 BD 2 BA	1,081 SF	112 SF
B303 (Floorplan A)	2 BD 2 BA	1,010 SF	105 SF
B304 (Floorplan A)	2 BD 2 BA	1,010 SF	105 SF
Building C	Beds Baths	Unit SF	Balcony SF
C304 (Floorplan C)	2 BD 2 BA	1,035 SF	111 SF
Building D	Beds Baths	Unit SF	Balcony SF
D103 (Floorplan C)	2 BD 2 BA	1,035 SF	207 SF
D104 (Floorplan C)	2 BD 2 BA	1,035 SF	207 SF
D303 (Floorplan C)	2 BD 2 BA	1,035 SF	111 SF
D304 (Floorplan C)	2 BD 2 BA	1,035 SF	111 SF
Building E	Beds Baths	Unit SF	Balcony SF
E304 (Floorplan C)	2 BD 2 BA	1,035 SF	111 SF
Building F	Beds Baths	Unit SF	Balcony SF
F303 (Floorplan A)	2 BD 2 BA	1,010 SF	105 SF
F304 (Floorplan A)	2 BD 2 BA	1,010 SF	105 SF
Building G	Beds Baths	Unit SF	Balcony SF
G302 (Floorplan B)	2 BD 2 BA	1,081 SF	112 SF
G303 (Floorplan A)	2 BD 2 BA	1,010 SF	112 SF
G304 (Floorplan A)	2 BD 2 BA	1,010 SF	105 SF

^{*} Approximate finals upon survey.

