

PENDRY RESIDENCES PARK CITY

RESIDENCE 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 PRICE BY SIGNING THIS RESERVATION.

PCRC 17 LLC, a Delaware limited liability company ("Developer"), owns, or is under contract to purchase, certain real property in the Canyons Village, Park City, Summit County, Utah and intends to develop a condominium hotel project to be known as RC17 Condominiums (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.

RESERVATION

1. Reservation of Interest.

By initialing below, Reservation Holder registers his/her interest in the purchase of Unit Number _____ in the Project (the "Reserved Unit") for a purchase price of \$_____ subject to the terms and conditions below.

Reservation Holder Initials: _____

2. Reservation Deposit.

Reservation Holder shall, within twenty-four (24) hours after signing this Reservation, deliver a reservation deposit in the amount of Twenty-Five Thousand U.S. Dollars (U.S. \$25,000.00) (the "Deposit") made payable to First American Title Insurance Company, located at 1755 Prospector Ave., Suite 200, Park City, UT 84060 (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.

Unless this Reservation is earlier terminated by Developer or Reservation Holder, Reservation Holder shall have fourteen (14) days after Developer provides a real estate purchase and sale agreement ("REPC") and other required documents describing the Project and the Reserved Unit to Reservation Holder (the "Contract Deadline") within which to execute and deliver to Developer a fully executed REPC 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 ANY ADDITIONAL DEPOSIT WITHIN THIS TIME, THIS RESERVATION SHALL AUTOMATICALLY TERMINATE AND DEVELOPER SHALL CAUSE ESCROW AGENT TO RETURN THE DEPOSIT TO RESERVATION HOLDER.

RESERVATION HOLDER INITIALS: _____

4. Developer's Rights to Make Changes.

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

5. Non-Binding Reservation.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS RESERVATION MAY BE TERMINATED AT ANYTIME, AND FOR ANY REASON OR NO REASON, BY PROSPECTIVE PURCHASER BY DELIVERING WRITTEN NOTIFICATION TO DEVELOPER. IN ADDITION, DEVELOPER MAY TERMINATE THIS RESERVATION AT ANYTIME, 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.

The entire Deposit, without interest, will be returned to Reservation Holder within seven (7) 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 Unit within the Project), 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 Developer's sole 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 Unit and that it does not confer any lien upon or interest in any unit(s), including the Reserved Unit or on the Project. Developer may take any action and record any document pertaining to any Units and the Project as Developer may wish.

9. Disclosure of Agency and Procuring Clause.

Developer is represented by Rick Shand and Tracey Jaret of Berkshire Hathaway HomeServices Utah Residences, a licensed Utah real estate agent or broker. Unless Reservation Holder 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 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 Units 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 and Developer makes no representation or warranty that it will construct or deliver the Reserved Unit.

11. 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. 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 sale or transfer of the Reserved Unit or any other Unit, or an offer to sell or transfer, or negotiation to sell or transfer, the Reserved Unit or any other 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 the purchase and sale of a Unit.

(c) Notices. Reservation Holder completely understands that any and all referenced notices may be hand delivered or emailed to any agent representing the Reservation Holder, and thereby considered delivered to Reservation Holder if received by such agent.

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 delivery of an original.

14. Title Insurance.

In the event Reservation Holder elects to purchase the Reserved Unit, at the time of closing on 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 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 except for those arising out of a breach or default in the performance of Escrow Agent's obligations herein.

[Signature page(s) follow]

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

PCRC 17 LLC

Name: _____

Its: _____

RESERVATION HOLDER

_____/_____
(Signature of Reservation Holder) (Date)

Name(s): _____

Address: _____

Home Phone: _____

Cell Phone: _____

E-mail: _____

ACKNOWLEDGMENT BY ESCROW AGENT

Escrow Agent acknowledges receipt of the Deposit and agrees to comply with the terms and conditions of this Reservation.

Dated: _____

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Its: _____

The project described herein (the "Project") and the Residential Units located within the Project (the "Residential Units") are not developed or sold by KT HOTELS, LLC or any of its respective affiliates (collectively, "Pendry") and Pendry does not make any representations, warranties or guaranties whatsoever with respect to the Residential Units, the Project or any part thereof.

CPRC17 LLC uses the PENDRY brand name and certain other Pendry trademarks (collectively, the "Trademarks") in connection with the sales and marketing of the Residential Units in the Project under a limited, non-exclusive, non-transferable and non-sublicensable license from Pendry. The foregoing license may be terminated, in which case neither the Residential Units nor any part of the Project will be identified as a PENDRY-branded project or have any rights to use the Trademarks.