RESERVATION AGREEMENT

THE MASON (AKA THE LODGE AT STILLWATER)

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

RECEIPT OF DEPOSIT

The undersigned, _____ ("**Prospective Purchaser**"), hereby delivers to _____ as agent for Orion Jordanelle Property Holdings LLC, a Delaware limited liability company ("**Developer**"), the developer of the Lodge at Stillwater Condominiums that are marketed as the Mason, a deposit in the amount of TEN THOUSAND US DOLLARS (US $10,000.00) (the "**Deposit**"), in the form of a check or wire made payable to Metro Title & Escrow, LLC, a Utah limited liability company (the "**Escrow Agent**"), together with an original of this Reservation Agreement ("**Reservation**") fully signed by Prospective Purchaser. The term of this Reservation shall commence upon Developer's acceptance thereof, as evidenced by Developer's countersigning this Reservation. Upon Developer's acceptance of this Reservation, the Deposit shall be deposited into a noninterest-bearing trust account of the Escrow Agent.

RESERVATION

1.   The Condominium. Developer is in the process of completing the development of a condominium project known as the Lodge at Stillwater and marketed as the Mason located at 1364 Still Water Drive, Wasatch County, Utah (the "**Project**"). The Project is currently planned to include five (5) multi-story condominium buildings (the "**Building**s") containing a total of 145 residential condominium units (each such residential condominium unit, a "**Unit**"), and certain convertible spaces, together with certain common areas. Sixty of the Units (the "**Available Units**") were not constructed as part of the initial construction of the first Building constructed in the Project, and Developer is planning on completing the two (2) remaining Buildings in the Project and the Available Units.

2.   Reservation Request. Prospective Purchaser hereby reserves the right to purchase Unit ____ within the Project (the "**Residence**"), at a purchase price of $_____ in accordance with the terms and conditions described below. During the term of this Reservation, Developer will not sell the Residence to another purchaser or sign a reservation for the Residence from another prospective purchaser that would have priority over this Reservation. Any change in the Residence to which this Reservation applies shall only be effective upon Developer and Prospective Purchaser designating a substitute Unit in a separate written amendment to this Reservation.

3.   Real Estate Purchase Contract. Developer is engaged in the planning and development of the remaining Buildings in the Project and the Available Units and intends to enter into a binding real estate purchase contract ("**REPC**") to sell the Residence to Prospective Purchaser upon recordation of an amended condominium plat for the Project ("**Amended Plat**"). After the Amended Plat is recorded Prospective Purchaser will, for a limited time as further described below, have the opportunity to enter into a REPC to purchase the Residence at the purchase price set forth by the Developer, and on the additional terms and conditions set forth in the REPC. Within a reasonable time after recordation of the Amended Plat, Developer will provide Prospective Purchaser with (a) a notice of Amended Plat recordation (the "**Notice of Plat Recordation**") and (b) the REPC for the Residence. Among other things, the REPC will require that a policy of title insurance for the Residence be issued to Prospective Purchaser at the time of closing.

4.   Contract Deadline. After Developer's delivery of the Notice of Plat Recordation and REPC, Prospective Purchaser shall thereafter have seven (7) calendar days (the "**Contract Deadline**") to execute and return the REPC to Developer at the address for Developer below. In the event Prospective Purchaser executes and returns the REPC to Developer by the Contract Deadline and Developer signs the REPC, all in a form acceptable to Developer, the Escrow Agent is authorized and directed to release the entirety of the Deposit from the terms of this Reservation and to apply the Deposit to the earnest money deposit required under the REPC. IF AFTER RECEIVING NOTICE OF PLAT

RECORDATION, PROSPECTIVE PURCHASER DOES NOT SIGN AND RETURN THE DEVELOPER APPROVED REPC BY THE CONTRACT DEADLINE, PROSPECTIVE PURCHASER SHALL BE DEEMED TO HAVE ELECTED NOT TO PURCHASE THE RESIDENCE AND THIS RESERVATION SHALL AUTOMATICALLY TERMINATE, whereupon Escrow Agent is authorized and directed to return the entirety of the Deposit to Prospective Purchaser, and Prospective Purchaser and Developer shall have no further rights or obligations under this Reservation or otherwise, relating to the Residence or any other Available Unit, Unit, condominium unit or common element of the Project. Prospective Purchaser is encouraged to use the time from the date hereof and to the recordation of the Amended Plat to arrange any necessary financing for the purchase of the Residence, as there will be no financing contingency in the REPC.

5.   Condominium and Project Documentation. The ownership of the Residence will be subject to the Utah Condominium Ownership Act, as well as the project documents for the Project. Membership in the Project's condominium owners' association will be mandatory and annual or other assessments will apply.

6.   Developer 's Rights to Make Changes. Prospective Purchaser understands that the drawings, brochures and other materials that have been provided to Prospective Purchaser regarding the Available Units and the Project are preliminary. Developer reserves that right in its sole discretion to change various aspects of the Available Units, including without limitation, the specific location, design, and layout of any such Available Unit, the convertible spaces, any common areas and facilities, the Buildings and any other aspect of the Available Units, convertible spaces or the Project. Prospective Purchaser shall not rely on any representations relating to the Project or the Residence other than those which may in the future be contained in the REPC or the governing documents for the Project.

7.   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 PROSPECTIVE PURCHASER 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 PROSPECTIVE PURCHASER. THIS RESERVATION DOES NOT CREATE ANY LEGALLY BINDING OBLIGATIONS ON PROSPECTIVE PURCHASER TO PURCHASE ANY AVAILABLE UNIT OR ON DEVELOPER TO SELL ANY AVAILABLE UNIT, OR ANY OTHER UNIT IN THE PROJECT, TO PROSPECTIVE PURCHASER.

8.   Guaranteed Return of Deposit. The entire Deposit, without interest, will be returned to Prospective Purchaser within seven (7) calendar days after the occurrence of any of the following: (a) this Reservation is not accepted by Developer; (b) Prospective Purchaser elects to terminate this Reservation; (c) Developer elects to terminate this Reservation; or (d) Prospective Purchaser does not enter into a REPC on or before the Contract Deadline after receiving Notice of Plat Recordation.

9.   Application of Deposit Under Terms of a Purchase Contract. In the event Prospective Purchaser and Developer enter into a REPC with regard to the Residence, then the Deposit will be applied to the earnest money deposit required under the REPC and disbursed thereafter in accordance with the terms and conditions of the REPC.

10.   Reservation Not Assignable. Prospective Purchaser may not assign this Reservation to any other person or entity without Developer's consent, and any attempt to do so shall be of no legal force or effect.

11.   Disclosure of Agency and Procuring Clause. Developer is represented by Berkshire Hathaway HomeServices Utah Properties, a licensed Utah real estate agent or broker.

Unless Prospective Purchaser 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 Prospective Purchaser's purchase of the Residence, if such a purchase occurs. If Prospective Purchaser is separately represented by another Utah real estate agent at this time, Prospective Purchaser identifies that agent as follows:

Agent: _____   Agency/Brokerage: _____

Notwithstanding Section 13 below, if Prospective Purchaser is represented by a Utah real estate agent as identified above, Prospective Purchaser acknowledges and accepts that notices may be hand delivered or emailed to such agent and shall be considered delivered to Prospective Purchaser when received by the agent.

12. **Condominium Contingencies**. Prospective Purchaser understands that there are numerous contingencies associated with the development of the remaining Buildings in the Project and the Available 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 remaining Buildings and Available Units, 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.

13. **Notices.** All notices to be delivered hereunder shall be written and 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. In order to be effective, any notice sent by electronic mail shall be followed by a copy of such notice sent by facsimile transmission or overnight courier to the recipient party within three (3) business days following the email transmission. Each notice delivered in person shall be deemed delivered on the date that it is actually delivered to the address of the recipient.

14. **Reservation Not an Offer or Contract for Sale.** Prospective Purchaser understands that this Reservation is not a contract for sale or transfer of the Residence or any other Unit or an offer to sell or transfer, or negotiation to sell or transfer, the Residence or any Unit.

15. **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 Prospective Purchaser and Developer shall constitute a binding contract for the purchase and sale of the Residence.

16. **Counterparts.** 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.

IN WITNESS WHEREOF, the parties hereto have executed this Reservation as of the dates set forth below.

PROSPECTIVE PURCHASER:

_____
Printed Name: _____
Address: _____
_____
Date: _____
Email: _____
Phone: _____

DEVELOPER:
Orion Jordanelle Property Holdings LLC, a Delaware limited liability company

By: _____
Name: Robert Huggins
Its: Authorized Signatory
Date: _____