Holtan Hills Subdivision

LOT RESERVATION AGREEMENT

This Is Neither A Contract Nor An Offer To Purchase Or Sell

This LOT RESERVATION AGREEMENT ("**Reservation Agreement**") is entered into by and between CY INVESTMENTS, LLC, an Alaska limited liability company, whose mailing address is *561 E 36th Avenue, Suite 200, Anchorage, Alaska 99503* ("**Developer**"), and _____ _____(Printed Name), whose mailing address is _____ ("**Reservation Holder**").

A. Developer is proposing to create and develop a subdivision located in Girdwood, Alaska, to be commonly known as *Holtan Hills* (the "**Subdivision**").

B. Developer anticipates creating twenty-eight (28) lots in Phase 1 of the Subdivision.

C. The purpose of this Reservation Agreement is for Reservation Holder to reserve the right to make an offer on *proposed* LOT _____, BLOCK _____ within the Subdivision (the "**Lot**"), located within the area as shown on the proposed plat.

1. Reservation of Lot. Subject to the terms and conditions stated herein, Developer hereby grants to Reservation Holder the opportunity to make the first offer to purchase the Lot. While this Reservation Agreement is in effect, Developer shall not reserve the Lot to any third party, or enter into any contract or other agreement for the Lot to any third party. Notwithstanding the foregoing, Developer reserves the right to enter into back-up reservations agreements.

If more than one reservation is received for the same Lot, a certified drawing will be held to determine the reservation recipient within five (5) business days after the reservation period has ended.

For those that do not receive a reservation, they may elect to be put in a back-up position or on the waitlist for Lots that become available in Phase 1 and Holtan Hills Tract 2. Identify the alternate choice. _____.

2. Payment and Escrow of Reservation Deposit. Within three (3) business days after the Effective Date of this Reservation Agreement, Reservation Holder shall submit a reservation deposit to Developer in the amount of *Five Thousand Dollars and Zero Cents* ($5,000.00).

Developer will accept a Reservation Deposit by personal check, cashiers check, money order, or wire transfer only.

The Reservation Deposit shall be for the reservation of the Lot in accordance with the terms set forth herein. Developer shall place the Reservation Deposit in the non-interest-bearing trust account of *Berkshire Hathaway HomeServices Alaska Realty*. The Reservation Deposit shall be fully refundable to Reservation Holder upon request by the Reservation Holder to terminate this Agreement as provided herein. If Reservation Holder fails to timely submit the Reservation Deposit to Developer, Reservation Holder shall be in default, and this Reservation Agreement shall be subject to termination by Developer.

3. Non-Transferable. This Reservation Agreement is non-transferable, and this Reservation Agreement does not create any ownership, possessory, or property rights or interests in the Subdivision or the Lot by the Reservation Holder. It only reserves the right to make the first offer to purchase the Lot subject to the terms and conditions of the future Purchase Contract as set forth herein. In the event that Reservation Holder makes an assignment for the benefit of creditors, or involuntarily or voluntarily is subject to a petition in bankruptcy, then this Reservation Agreement shall immediately terminate and be of no further force or effect on the happening of such event.

4. No Third-Party Beneficiaries. This Reservation Agreement is not intended to create rights in any third party and is solely for the benefit of the parties hereto.

5. Preliminary Representations. At the time of the Reservation Agreement, Developer makes no representation as to the Purchase Contract terms, the Lot size or configuration, the Lot completion date, or the Subdivision completion date. All advertising, promotional materials (including, without limitation, site plans and other depictions or renditions of the Project) and oral representations distributed or made prior to or in connection with this Reservation Agreement are preliminary in nature and Developer reserves the right to change any such materials or Project details without notice. Any improvements that are or may be shown on any advertising or promotional materials may not be built. Developer is not bound by any oral or written statements, representations, or acknowledgements of any kind unless they are included in the Purchase Contract or in a Public Offering Statement prepared by Developer pursuant to the Alaska Uniform Common Interest Ownership Act, AS 34.08 *et. seq.* (the "**Act**"). This Reservation Agreement is not an investment contract, security, timeshare, or any other offering for which registration is required, and is not a solicitation or advertisement of any kind.

6. Termination of Reservation Agreement. This Reservation Agreement does not create a contractual obligation to buy or sell real property and does not constitute an offer to sell or a contract for the sale of land. Reservation Holder, at any time before the execution of the Purchase Contract, may terminate this Reservation Agreement by providing written notice to Developer, in which event the Reservation Deposit shall be returned to Reservation Holder in full.

In the event Developer determines that it is unable to provide Reservation Holder with the opportunity to make the first offer to purchase the Lot for any reason, whether foreseeable or unforeseeable, Developer shall provide written notice to Reservation Holder and the parties shall discuss in good faith whether this Reservation Agreement should be amended, including the possible substitution of a different lot, if available. If the parties are unable to reach a mutually acceptable amendment within a reasonable time, Developer may terminate this Reservation Agreement upon written notice to Reservation Holder. Upon such termination, the Reservation Deposit shall be returned to Reservation Holder in full, and neither party shall have any further obligations under this Reservation Agreement.

7. Limitation of Developer's Commitment. This Agreement is intended to create a priority for Developer to deal with those who have demonstrated interest in the Subdivision with a written Reservation Agreement. It is not an agreement or offer to purchase or convey real property. Developer may elect not to offer some or all of the lots in the Subdivision for sale for any reason whatsoever, including Developer's decision to not complete all or a portion of the Subdivision, to combine lots, or to modify lot boundaries.

8. Purchase Contract. Any offer from Reservation Holder for the purchase of the Lot shall be made on Developer's form of PURCHASE & SALE AGREEMENT (the "**Purchase Contract**"), which shall include the legal description of the Lot, the purchase price for the Lot as determined by Developer, and contract terms acceptable to Developer. At the time Developer provides the Purchase Contract to

Reservation Holder, Developer shall also deliver to Reservation Holder a Public Offering Statement prepared by Developer pursuant to the Act.

The Purchase Contract must be executed by Reservation Holder and delivered to Developer within fifteen (15) days after the date that Developer provides the proposed Purchase Contract to Reservation Holder. Developer makes no representation as to when the proposed Purchase Contract will be provided to Reservation Holder.

9. Limitation on Number of Lot Reservations. No individual or entity may enter into Reservation Agreements reserving more than two (2) lots within the Subdivision at any one time. Each reservation must be documented on a separate Lot Reservation Agreement executed by Developer and the applicable Reservation Holder.

Notwithstanding the foregoing, nothing in this Reservation Agreement shall prohibit Developer, after the lots within the Subdivision have been legally created through the recording of a subdivision plat and are available for sale, from selling or conveying more than two (2) lots to the same individual or entity pursuant to one or more purchase and sale agreements, should such lots be or become available.

10. Notices. Each notice required under this Reservation Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefore; and (c) be personally delivered, emailed, or duly mailed by certified mail, return receipt requested, to Developer and Reservation Holder at the following address or number or to such other address or number as Developer or Reservation Holder may have most recently given notice of to the others:

If to Developer:

CY INVESTMENTS, LLC
c/o Constance J. Yoshimura
561 E 36th Avenue, Suite 200
Anchorage, Alaska 99503
✉: info@holtanhills.com

If to Reservation Holder:

_____
_____
_____
_____
☎: _____
✉: _____

All such notices shall be effective (a) when actually received by the recipient or an authorized representative or agent of the recipient, or (b) five (5) business days after they are sent (not including the date of transmittal), whichever occurs earlier. All email notices shall be sent by mail to the recipient within five (5) business days after the email notice is sent, UNLESS receipt of the email is acknowledged in writing by the recipient.

11. Effective Date. The Effective Date of this Reservation Agreement shall be the date that this Reservation Agreement has been executed by both Developer and Reservation Holder.

[*Signatures Appear on the Following Page*]

DEVELOPER: **CY INVESTMENTS, LLC, an Alaska limited liability company**

_____ _____
By: Date
Its:

RESERVATION HOLDER: _____ (Name of Entity, if any)

X _____ _____
By: _____ (print name) Date
Its: _____ (title, if entity)

X _____ _____
By: _____ (print name) Date
Its: _____ (title, if entity)