

**PRIORITY RESERVATION AGREEMENT  
THE AMBLE**

This Priority Reservation Agreement (this “Reservation Agreement”) is being submitted by “Reservation Holder”, as identified in the contact information form completed in connection with this Reservation Agreement by Reservation Holder at [TheAmble.com](http://TheAmble.com) (the “Reservation Website”), to Steamboat Amble Development, LLC, a Delaware limited liability company (“Developer”), granting Reservation Holder certain specific rights as described in this Reservation Agreement related to the possible purchase by Reservation Holder of a residential unit or units yet to be constructed within the development known as The Amble, Steamboat Springs, Colorado as described in the Reservation Website (the “Project”).

**RESERVATION HOLDER MAY CANCEL THIS RESERVATION AGREEMENT AT ANY TIME, FOR ANY REASON, PRIOR TO SIGNING A PURCHASE AND SALE AGREEMENT TO BUY A RESIDENCE.**

Subject to availability at the time of Reservation Holder’s Selection Period and the terms and conditions below, Developer is offering to allow Reservation Holder to make a reservation as follows:

1. **RESERVATION.** Concurrent with Reservation Holder providing Reservation Holder’s full contact information at the Reservation Website and submitting this Reservation Agreement to Developer without modification in accordance with the check-out procedures of the Reservation Website, Developer grants Reservation Holder the opportunity to participate in Developer’s priority reservation procedures as set forth in this Reservation Agreement. Subsequent to such full submission by Reservation Holder, Developer will generate a priority position for this Reservation Agreement, which priority will be determined by the order that Developer receives qualified reservation submittals.

2. **SELECTION PERIOD.** Based on the priority position assigned to this Reservation Agreement, Developer will notify Reservation Holder of the time period during which Reservation Holder may execute a Purchase Agreement and purchase a residence within the Project; provided, however, in the event that Reservation Holder is unable to execute a Purchase Agreement during the initial selection period and Reservation Holder requests that Developer allow an alternative or second time period, Reservation Holder’s priority position may, at Developer’s sole discretion based on remaining availability and other criteria, be revised and a second time period will be assigned (as applicable, the “Selection Period”). Prior to the expiration of the Selection Period, Reservation Holder will have the opportunity to select a residence from among the residences remaining available for purchase and to execute and submit a Purchase and Sale Agreement on the form provided by Developer, without modification, and at a purchase price determined by Developer and set forth therein (the “Purchase Agreement”). If Reservation Holder fails to execute and deliver the Purchase Agreement within the Selection Period, with time being of the essence, Reservation Holder shall have forfeited all rights with respect to this Reservation Agreement and the Project, and this Reservation Agreement shall be deemed fully terminated and to be of no further force and effect. If Reservation Holder timely executes and delivers the Purchase Agreement but fails to timely deliver the earnest money deposit to Developer pursuant to the terms of the Purchase Agreement, Reservation Holder shall be deemed in material default under the Purchase Agreement and Developer shall have all rights and remedies as described in the Purchase Agreement.

3. **TERMINATION.** If for any reason whatsoever Reservation Holder should decide that they desire to terminate this Reservation Agreement prior to their Selection Period and prior to execution of the Purchase Agreement, Reservation Holder may notify Developer by email to [JCashen@slifer.net](mailto:JCashen@slifer.net) and which email request shall be binding on Reservation Holder as forfeiting Reservation Holder’s rights under this Reservation Agreement. In such event, the Reservation Holder shall forfeit their priority position, and this

Reservation Agreement shall thereby be terminated and of no further force and effect. If for any reason whatsoever, prior to the execution of the Purchase Agreement, Developer determines that it intends not to develop the Project, to postpone development of the Project or to end implementation of its current reservations program for all reservation holders, as Developer may determine in its discretion for any reason or no reason, Developer shall have the right to notify the Reservation Holder, and this Reservation Agreement shall thereby be terminated and of no further force and effect.

4. PURCHASING MORE THAN ONE RESIDENCE. Each reservation submitted in accordance with Section 1 above allows Reservation Holder to purchase as many residences as they desire, subject to availability, during Reservation Holder's Selection Period. If Reservation Holder elects to purchase more than (1) residence, then Reservation Holder will need to sign a separate Purchase and Sale Agreement for each residence and fund the applicable earnest money deposit under each Purchase and Sale Agreement.

5. ACKNOWLEDGMENTS. Reservation Holder acknowledges and understands that any plans or depictions of the Project on the Reservation Website are preliminary and conceptual and no reliance has been placed thereon by Reservation Holder. The Purchase Agreement shall establish the purchase prices.

6. BROKER. Except as may be otherwise disclosed during Reservation Holder's reservation submission on the Reservation Website, Reservation Holder represents and warrants that Reservation Holder has not consulted with or been represented by any broker, real estate agent, or consultant in connection with this Reservation Agreement other than representatives of Developer.

7. ASSIGNMENT. This Reservation Agreement may be assigned by Reservation Holder to an Affiliate of Reservation Holder (defined below) without Seller's consent. For purposes of this Reservation Agreement, "Affiliate of Reservation Holder" means: (i) a corporation, limited liability company, or partnership controlled by or owned entirely by the Reservation Holder (or Reservation Holder's immediate family members or trusts), or (ii) a trust whose beneficiary or beneficiaries are Reservation Holder's immediate family members and/or the spouse of Reservation Holder, and/or the descendants of Reservation Holder. Reservation Holder may not otherwise assign this Reservation Agreement or any rights hereunder without the prior written consent of Developer. Reservation Holder shall not advertise, market and/or list this Reservation Agreement or any right or interest arising hereunder (such as, but not limited to the priority position assigned to this Reservation Agreement) and any violation of this prohibition may render this Reservation Agreement void at Developer's option.

8. MISCELLANEOUS. Reservation Holder acknowledges that Reservation Holder is not relying on any representations, statements or depictions of Developer or any agents of Developer (including sales representatives) that is not expressly set forth in this Reservation Agreement or in the Purchase Agreement, if any. Plans, specifications and other materials or disclosures related to the Project which Reservation Holder may have reviewed are subject to modification by Developer at any time without notice to Reservation Holder. Any notice in connection with this Reservation Agreement must be in writing, and will be deemed delivered, whether or not actually received, upon delivery of an email notice to Developer or Reservation Holder, as applicable, at the email address(es) set forth for such party on the Reservation Website. This Reservation Agreement embodies the entire agreement between the parties and cannot be modified or amended except by the written agreement of the parties. This Reservation Agreement shall be governed by the laws of Colorado.

9. NO EQUITABLE RIGHTS; NO RECORDING. ACCEPTANCE OF THIS RESERVATION AGREEMENT BY DEVELOPER SHALL NOT CREATE IN RESERVATION HOLDER ANY EQUITABLE RIGHTS IN ANY RESIDENCE, THE PROJECT OR ANY OTHER PROPERTY. RESERVATION HOLDER SHALL NOT RECORD THIS RESERVATION AGREEMENT OR ANY MEMORANDUM OR NOTICE THEREOF IN THE PUBLIC RECORDS. IF RESERVATION HOLDER

VIOLATES THIS PROVISION, THIS RESERVATION AGREEMENT MAY IMMEDIATELY BE TERMINATED BY DEVELOPER, IN WHICH EVENT ALL RIGHTS OF RESERVATION HOLDER HEREUNDER SHALL AUTOMATICALLY CEASE AND BE RENDERED WHOLLY NULL AND VOID.

10. RESERVATION HOLDER REPRESENTATIONS. Reservation Holder represents that Reservation Holder has read this Reservation Agreement in its entirety. Reservation Holder further acknowledges that this Reservation Agreement is not a purchase contract and does not establish a legal right or claim to any residence or purchase price until the mutual execution, if ever, of a binding Purchase Agreement by the parties in the manner provided in this Reservation Agreement.