

EDGEMONT, Slopeside Residences in Steamboat Springs, Colorado

How To Submit Your Exclusive Priority Reservation

By securing an Exclusive Priority Reservation you will have an insider's advantage (VIP Access). The Exclusive Priority Reservation allows you the luxury of time. Time to learn about the details of the offering and time to select your Residence ahead of the general public with all the information needed to make an informed decision.

Making a reservation does NOT obligate you to purchase, it simply places you in a priority position to do so. In the event that you do not select a residence, your reservation deposit will be completely refunded.

Please follow these instructions to complete and submit your Reservation:

1. Complete the Reservation Form (**print clearly – complete locations marked by an ***) and have signed by ALL parties to the transaction. The Reservation Agreement is non-transferable and cannot be altered. Please make sure to list the names of all potential purchasers with you, including the name of a partnership, trust or corporation.
 - a. Complete the Date and your Name on Page 1.
 - b. Complete the information on Page 2.
 - c. Complete the information on Page 3 under Prospective Purchasers.
2. Please write a Reservation Deposit Check payable to **Land Title Guarantee Company (the Title Company)** for \$10,000.
3. If faxing your Reservation Agreement, fax along with a photocopy of your deposit check to: 1-970-797-1925.
4. We need to receive your original Exclusive Priority Reservation Agreement and Reservation Deposit Check within four (4) business days of your fax submittal. Please return by mail or courier to:

Via US Mail:
EDGEMONT
Attention: Toscha Velasquez
P.O. Box 772988
Steamboat Springs, CO 80477

Via Courier:
EDGEMONT
Attention: Toscha Velasquez
2300 Mt Werner Circle Suite C2 & C3
Steamboat Springs, CO 80487

Preferred Group Reservation Holders

We will begin accepting Exclusive Priority Reservations for our Preferred Group starting at 12 noon (MST) on Tuesday, March 25, 2008.

All Exclusive Priority Reservations received by 5pm, Tuesday, April 8, 2008 will be included in the Edgemont Preferred Group. All Reservations received after this time, will be included in the Edgemont Time and Date Stamp Group.

Your Edgemont Property Specialist will be in touch with you soon. If you have any questions, please call us at 1-877-871-4665.

THIS IS NOT AN OFFER OR CONTRACT TO PURCHASE OR SELL

For Internal Use Only

RECEIPT DATE AND TIME for this Agreement		
Date:	Time:	Edgemont Sales Agent:
RECEIPT DATE AND TIME for the Deposit		
Date:	Time:	By:

**EDGEMONT CONDOMINIUM
EXCLUSIVE PRIORITY RESERVATION AGREEMENT**

THIS EXCLUSIVE PRIORITY RESERVATION AGREEMENT (this "**Agreement**") dated this * ____ day of * _____, 2008 (the "**Effective Date**") is between DB Bear Paw LLC, a Delaware limited liability company ("**Developer**"), having an address at 2300 Mt Werner Circle Suite C2 & C3, Steamboat Springs, CO 80487 and (please PRINT clearly and legibly): * _____ (Individually, and, as the reference requires, together with all other parties who have executed this Agreement, "**Priority Purchaser**").

Recitals

- A. Developer is the developer of that certain project in Steamboat Springs, Colorado, to be known as "**Edgemont Condominium**," the first phase of which is proposed to initially consist of up to [45] residential condominium units (each a "**Unit**").
- B. Priority Purchaser desires to reserve the opportunity to purchase a Unit at the Selection Event (defined below).
- C. S&P Destination Properties, Inc., a Nevada corporation ("**S&P**"), is Developer's exclusive real estate broker for Edgemont Condominium.

Agreement

1. Deposit. Upon or promptly after execution of this Agreement, Priority Purchaser will provide to S&P via (a) hand delivery at 2300 Mt Werner Circle Suite C2 & C3, Steamboat Springs, CO 80487 or (b) overnight delivery service 2300 Mt Werner Circle Suite C2 & C3, Steamboat Springs, CO 80487 a deposit equal to Ten Thousand Dollars (\$10,000) (the "**Deposit**"). Priority Purchaser shall make the Deposit check payable to Land Title Guarantee Company (the "**Title Company**"). The Deposit shall be placed by S&P in a non-interest bearing account held by the Land Title Guarantee Company, having an address of 721 Oak Street, Steamboat Springs, CO 80487.

2. Receipt Date. The "**Receipt Date**" shall be determined as follows. If the Deposit is received within four (4) business days after Developer receives a copy of this Agreement executed by Priority Purchaser, the date of Developer's receipt of this Agreement shall be the Receipt Date. If the Deposit is not received within such four (4) business day period, the date of receipt of the Deposit shall be the Receipt Date. S&P shall indicate in the space at the top of this Agreement the date of receipt for this Agreement and for the Deposit, and the name of the S&P Sales Agent with whom Priority Purchaser has been dealing. If the Deposit or this Agreement are received on any day after 5:00 p.m. Mountain Time, then this Agreement or the Deposit (as applicable) shall be deemed received on the following day.

3. Assignment of Priority Appointment Times. Subject to Section 2 above and this Section 3, Priority Purchaser will be assigned one appointment time (a "**Priority Appointment Time**") at the Selection Event (defined below) for the opportunity to purchase up to two (2) Units that are released for sale by Developer at the Selection Event. Each Priority Appointment Time will be assigned within the Preferred Group or the Time and Date Stamp Group (as such terms are defined below) in accordance with this Section 3. All Priority Purchasers in the Preferred Group will be given Priority Appointment Times ahead of Priority Purchasers in the Time and Date Stamp Group.

Priority Purchaser may not submit more than one Exclusive Priority Reservation Agreement (in order to have the opportunity to purchase more than two (2) Units) or otherwise attempt to purchase more than two (2) Units at the Selection Event without the prior written approval of S&P's Sales Director Mark Murrell.

(a) **Preferred Group.** All Priority Purchasers who have Receipt Dates on or before the Cutoff Date shall be in the "Preferred Group" and shall have first priority for the assignment of Priority Appointment Times. S&P shall assign one Priority Appointment Time to each Priority Purchaser in the Preferred Group as determined by a random drawing held by S&P in its sole and absolute discretion.

(b) **Time and Date Stamp Group.** All Priority Purchasers who have Receipt Dates after the Cutoff Date shall be assigned Priority Appointment Times (the "Time and Date Stamp Group") in the order of their respective Receipt Dates and shall have second priority after the Preferred Group. For purposes of assigning Priority Appointment Times under this paragraph 3(b), if two or more Priority Purchasers have the same Receipt Date, then S&P shall assign Priority Appointment Times among such Priority Purchasers in the order in which S&P receives such Priority Purchasers' deposits, provided that if S&P receives any such deposits simultaneously, then S&P may assign such Priority Appointment Times in its sole and absolute discretion.

4. Cutoff Date. The "Cutoff Date" for returning this Agreement and the Deposit for inclusion in the Preferred Group is by 5pm, (MST) Tuesday, April 8, 2008.

5. Disclosure of Representation.

(a) S&P is Developer's exclusive real estate broker and represents only Developer in this transaction, and not Priority Purchaser. If Priority Purchaser is represented by a licensed real estate agent, Section 5(b) below must be completed. If Priority Purchaser is not represented by a licensed real estate agent, Priority Purchaser must write "none" in Section 5(b). If Priority Purchaser has written "none" where provided in Section 5(b), Priority Purchaser understands that Priority Purchaser is making a representation that Priority Purchaser is not represented by a broker, and that no commission will be paid to any broker later introduced to the transaction by Priority Purchaser. Priority Purchaser will indemnify and hold Developer harmless from any claims made for commissions by any such broker or representative.

(b) (All information below must be filled in)

Name of Priority Purchaser's Sales Broker: * Douglas N. Labor
(Insert "none" if Priority Purchaser is not represented by a real estate broker.)

Brokerage Company:	<u>Buyer's Resource Real Estate</u>
Address:	<u>118 8th St, Steamboat Springs, CO 80487</u>
Phone No.:	<u>970.870.8885</u>
Fax No.:	<u>970.870.8886</u>
Email Address:	<u>dlabor@buysteamboat.com</u>
State Licensed in:	<u>Colorado</u>
License No.:	<u>ER00275731</u>

6. Selection of Units. S&P will announce the time, date and location of the event at which Priority Purchaser will have the opportunity to enter into a purchase and sale agreement for the purchase of Units (the "Selection Event") at least seven (7) days in advance thereof by: (a) posting at www.edgemontliving.com, (b) by e-mail message to Priority Purchaser at the e-mail address provided by Priority Purchaser in the space provided below, if any, and (c) by written notice to Priority Purchaser at the mailing or courier address provided by Priority Purchaser in the space provided below.

If Priority Purchaser enters into a purchase and sale agreement with Developer for the purchase of one or more Units, then the Deposit may be applied towards the earnest money deposit required under such purchase and sale agreement.

7. Priority Purchaser Acknowledgments. Priority Purchaser acknowledges and agrees that:

(a) The number of Priority Appointment Times may exceed the number of Units available and the assignment of a Priority Appointment Time to a Priority Purchaser is in no way a guarantee that a Priority Purchaser will be given the opportunity to purchase a Unit;

(b) Developer reserves the right to give its partners, employees, and agents (including, but not limited to, Taylor-Brennan and affiliates) priority over all other Priority Purchasers at its sole and absolute discretion.

(c) As of the date of this Agreement, the purchase price of the Units are unspecified and no assurance is given at this time as to the purchase price for any Unit; and

(d) Developer reserves the right to release for sale less than all of the Units.

8. Termination. Either Priority Purchaser or Developer may terminate this Agreement at any time, for any reason, on or before the Selection Event. Priority Purchaser may terminate this Agreement via (a) hand delivery to Developer care of S&P at 2300 Mt Werner Circle Suite C2 & C3, Steamboat Springs, CO 80487; (b) delivering written notice thereof by certified or nationally recognized overnight courier to Developer care of S&P at 2300 Mt Werner Circle Suite C2 & C3, Steamboat Springs, CO 80487, attention: Toscha Velasquez; or (c) facsimile delivery to (970) 797-1925, attention: Toscha Velasquez. Developer may terminate this Agreement by delivering written notice to Priority Purchaser at the mailing or courier address set forth below. If not sooner terminated, this Agreement shall expire at 11:59 p.m. on the day of the Selection Event if Priority Purchaser has not previously entered into a purchase and sale agreement for a Unit. If this Agreement is terminated or expires without Priority Purchaser having entered into a purchase and sale agreement for a Unit, S&P and Developer shall cause the Title Company to promptly return the Deposit to Priority Purchaser at the address set forth below within a reasonable time period.

9. Assignment. Priority Purchaser may not assign, convey or otherwise transfer all or any portion of its interest under this Agreement, including, without limitation, Priority Purchaser's Priority Appointment Time or any rights associated with such Priority Appointment Time, without Developer's prior written consent, which Developer may withhold in its sole and absolute direction.

10. Preliminary Representations. All advertising, promotional materials, site plans and oral representations made or distributed in connection with this Agreement or otherwise are preliminary in nature and Developer reserves the right to change them without notice.

11. Notices. If more than one individual or entity has executed this Agreement as "Priority Purchaser", any notice or other materials required to be delivered hereunder by Developer or S&P shall be deemed delivered to all such individuals or entities if delivered to the individual or entity first-listed below.

Signatures:

* Priority Purchaser(s)	
1.Name: _____	2.Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Mailing Address: _____	Mailing Address: _____
Courier Address: _____	Courier Address: _____
Telephone: _____	Telephone: _____
Cell: _____	Cell: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
_____	_____
3.Name: _____	4.Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Mailing Address: _____	Mailing Address: _____
Courier Address: _____	Courier Address: _____
Telephone: _____	Telephone: _____
Cell: _____	Cell: _____
Fax: _____	Fax: _____
Email: _____	Email: _____