

HBT OF MAUI LANI LLC

SUBDIVISION RESERVATION AND DEPOSIT AGREEMENT

This document is a Reservation and Deposit Agreement ("Agreement") to purchase property in the fee simple, single-family residential development known as The Parkways at Maui Lani Subdivision between the Seller and the Buyer named below:

- A. Seller:
HBT of Maui Lani LLC
220 S. King Street, Suite 960
Honolulu, Hawaii 96813
Telephone No.: (808) 537-5976
- B. Escrow:
Title Guaranty Escrow Services, Inc.
235 Queen Street
Honolulu, Hawaii 96813
Telephone No.: (808) 521-0237 FAX No.: (808) 533-5854
- C. Exclusive Listing Broker:
Towne Island Homes, Ltd. ("Broker")
220 South King Street, Suite 960
Honolulu, Hawaii 96813
Telephone No.: (808) 537-5976 FAX No. (808) 523-1095 Toll free number: 1 (877) 244-9988
- D. Buyer:
Buyer _____
Mailing Address _____
Residence Phone _____ Business Phone _____ Email _____
Co-Buyer _____
Mailing Address _____
Residence Phone _____ Business Phone _____ Email _____

1. BACKGROUND INFORMATION:

- A. Seller is the owner and developer of The Parkways at Maui Lani (the "Project"), a fee simple, single-family residential development to consist of homes located on the island of Maui, State of Hawaii, identified as Tax Map Key (2) 3-8-099-001 thru 229, inclusive (the "Project Land").
- B. The Project Land has been subdivided and Seller will be offering for sale the subdivided lots with homes to be constructed thereon ("Project").
- C. Buyer desires to be placed on a priority reservation list for the opportunity to purchase a lot and home in the Project ("Property") and to make a refundable deposit to be made to and held in Escrow, under the terms and conditions hereinafter set forth.

- D. Buyer has determined that it (check only one) ☐ will ☐ will not be necessary for Buyer to sell presently owned real estate in order to close on Buyer's purchase of Property in The Parkways at Maui Lani Subdivision. Buyer understands that no contingency for sale of other properties will be accepted at time of entering into a Sales Contract (below defined).
- E. Buyer (check only one) ☐ intends or ☐ does not intend to be an owner-occupant of the Property.

2. RESERVATION DEPOSIT:

- A. Deposit: To reserve the opportunity to purchase a Property, Buyer is making a deposit in the sum of \$5,000.00 ("Deposit") by check made payable to Title Guaranty Escrow Services, Inc. ("Escrow").

Seller acknowledges receipt of the check and agrees to deposit the check with Escrow under the terms of an Escrow Agreement for The Parkways at Maui Lani Subdivision between Seller and Escrow (the "Escrow Agreement").

- B. Execution of a Binding Sales Contract in the Future: Buyer shall have no obligation to purchase a Property, and Seller shall have no obligation to sell a Property unless and until Buyer signs and delivers to Seller and Seller accepts a Subdivision Deposit Receipt, Offer and Sales Contract ("Sales Contract") to purchase a Property. If either Seller or Buyer cancels this Agreement at any time on written notice prior to the execution of a Sales Contract by Buyer and Seller, the deposit will be returned to Buyer without interest, and if the Buyer cancels, less an Escrow cancellation fee.

If this Agreement is still in effect when properties in the Project become available for sale, Seller will, subject to the provisions of paragraph 10 hereof, present a Sales Contract for a Property to Buyer for Buyer's signature.

If Buyer chooses to buy a Property, Buyer is notified that time is of the essence. Accordingly, Buyer must sign the Sales Contract within three (3) calendar days after the date Seller requests that Buyer sign the Sales Contract. The deposit and any additional deposit(s) required by the Sales Contract will be credited against the total sales price and delivered to Seller in accordance with the Sales Contract and Escrow Agreement.

Tendering a reservation deposit and placing a name on any reservation list prepared by Seller and/or its Broker, will not assure that a Property will be offered to the Buyer. A Property will be offered only to the extent of availability of Properties and, subject to the provisions of paragraph 10 hereof, only to Buyers in the numerical order in which names appear on the reservation list. Seller and/or its Exclusive Listing Broker will make reasonable attempts to contact Buyer at the address and/or telephone number listed above before proceeding to the next name on the reservation list.

3. TERMINATION OF THIS AGREEMENT:

Unless Buyer signs and delivers the Sales Contract to Seller within the three (3) calendar day period provided for in paragraph 2.B., this Agreement, if not sooner terminated, will terminate and expire and be of no further force and effect and the Deposit will be returned to Buyer without interest and less any Escrow cancellation fees upon the happening of any of the following:

- A. Upon the date Buyer gives Seller and Escrow written notice of cancellation of this Agreement; or

- B. Upon the date Seller gives Buyer and Escrow written notice of cancellation of this Agreement.

4. INTEREST ON BUYER'S DEPOSIT:

BUYER AGREES THAT NEITHER SELLER NOR ESCROW IS UNDER ANY OBLIGATION TO DEPOSIT PAYMENTS MADE BY BUYER HEREUNDER SO AS TO BEAR INTEREST THAT WILL ACCRUE OR BELONG TO BUYER, AND THAT IF BUYER'S DEPOSIT PAYMENTS ARE DEPOSITED IN INTEREST BEARING ACCOUNTS, ALL INTEREST EARNED THEREON SHALL ACCRUE AND BELONG TO SELLER.

5. WHERE TO SEND NOTICE OF TERMINATION:

If Buyer shall decide to give notice of termination or cancellation of the Agreement, such notice shall be delivered or mailed to Seller and to Escrow at their respective addresses as set forth above.

6. BUYER'S AGREEMENTS:

Buyer agrees as follows:

- A. Any information about the Project which has been provided to Buyer in connection with this Agreement is preliminary and may change at any time.
- B. Buyer agrees that Buyer will not rely on any representations relating to all or any part of the Project other than those which may in the future be contained in the Sales Contract or in other Project documents.
- C. Buyer shall be provided with a copy of this Agreement once executed by Seller.

7. SELLER'S AGREEMENT:

Seller agrees as follows:

Seller or Seller's Exclusive listing Broker will attempt to contact Buyer at one of the mailing or emailing addresses or phone numbers listed above. If they are unable to reach Buyer at one of those addresses or phone number neither Seller nor Seller's Exclusive Listing Broker will be expected or required to contact Buyer at any other address or telephone number unless Buyer notifies Seller or Seller's Exclusive Listing Broker in writing of a different address or telephone number where Buyer may be contacted.

8. THIS RESERVATION AND DEPOSIT AGREEMENT SHALL NOT BE DEEMED TO CREATE AN INTEREST OR ESTATE, EITHER LEGAL OR EQUITABLE, IN ANY HOUSE OR LOT IN THE PROJECT, OR IN ANY PORTION OF THE PROJECT BEING DEVELOPED BY SELLER. BUYER'S RESERVATION HEREUNDER IS PERSONAL IN NATURE AND MAY NOT BE ASSIGNED OR TRANSFERRED IN ANY WAY WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER IN SELLER'S SOLE DISCRETION, AND IF SUCH CONSENT IS GIVEN BY SELLER, SELLER SHALL HAVE THE RIGHT TO CHARGE A NOMINAL FEE TO PROCESS SAID ASSIGNMENT OR TRANSFER.

9. ESCROW AGREEMENT:

The Seller has executed an escrow agreement with Title Guaranty Escrow Services, Inc. A copy can be obtained from the Seller or Seller's Exclusive Listing Broker.

10. OWNER-OCCUPANT PROGRAM:

Seller reserves the right to institute an Owner-Occupant Program. If Seller institutes such a program, Seller also reserves the right to give owner-occupants a priority with respect to Property selections.

11. **AGENCY DISCLOSURE:**

Notice is hereby given to Buyer that Towne Island Homes, Ltd. is a licensed real estate broker which is an affiliate of Seller and that the real estate licensees employed by or associated with Towne Island Homes, Ltd. represent only Seller in this Agreement. Buyer has initialed below acknowledging that oral or written disclosure of Seller's representation was provided prior to signing this Agreement. Buyer understands that Buyer may be represented by the Broker of buyer's choice. Seller will pay a two percent (2%) commission to buyer's Broker if, and only if, and when Buyer closes on the acquisition of a Property. Buyer hereby discloses his/her representative as:

- ☐ Buyer is not represented by a real estate licensee.
- ☐ Buyer is represented by _____ (Company)
and by its Agent _____.
- Agent's phone number: _____ Agent's email address: _____.
- ☐ Buyer is a licensed real estate licensee.

SELLER:

BUYER:

HBT OF MAUI LANI LLC

By Towne Development of Hawaii, Inc.,
Its Manager

By _____

Its

Date of Signature: _____, 202__

Date of Signature: _____, 202__