

DEPOSIT AGREEMENT

This Deposit Agreement dated as of the ____ day of _____, 2023 (the “**Agreement**”), is made by and between the “**Depositor**” (whose name is set forth below) and Trike Industries, LLC, a Utah limited liability company (“**Trike**”).

WHEREAS, on the date hereof, the Depositor has deposited \$_____ with Trike to secure Depositor’s position to purchase hangar space at Spanish Fork Airport from Trike (the “**Hangar Space**”);

WHEREAS, Depositor acknowledges that his, her, or its position to select Hangar Space is determined in the order in which deposits are received and that such records shall be solely and exclusively kept by Trike;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Deposit. Depositor has deposited \$_____ with Trike in a form and manner acceptable to Trike (the “**Deposit**”).

2. Depositor Position. Trike agrees that Depositor shall have a position in selecting Hangar Space commensurate with the order in which the Deposit was received and shall maintain a record of Depositor’s position in selecting Hangar Space.

3. Refundable Nature of Deposit. The Deposit is fully refundable at any time at the request of the Depositor. Trike shall refund the Deposit within 10 business days of the Depositor’s request for a refund. Upon refunding pursuant to this paragraph, this Agreement shall be void.

4. No Obligation. Nothing herein shall be construed as creating an obligation on the part of Trike to sell, convey, or transfer any property of any nature to Depositor. Trike may issue a refund to Depositor at any time, at which point, this Agreement is void. Trike is under no obligation to maintain the deposit in escrow.

DEPOSITOR

TRIKE INDUSTRIES, LLC

Print Name

By:_____
Its: Manager

Signature