

PROFESSIONAL ROBOTICS INDUSTRY

ADVANCED RESEARCH DIVISION · SOUTH FLORIDA

PRIORITY RESERVATION AGREEMENT

Technology Controlled Homes — Residential Program 01

This instrument is a **priority / queue agreement only**. It is not a construction contract, not a design contract, not a conveyance of real property, and not a down payment on a completed home.

STATUS: Proposed form for independent counsel review. Not legal advice. No payment is accepted through the PRI website.

Program	PRI Technology Controlled Homes — Residential Program 01
Company	Professional Robotics Industry, Advanced Research Division, South Florida
Location	South Florida
Planned print platform	ICON Titan (no affiliation or equipment commitment represented)
Target start window	Q3 2027 – Q2 2028 (planning window only; not guaranteed)
Indicative planning range	USD \$3,000,000 – \$5,000,000 per residence (not a GMP)
Reservation fee	USD \$50,000.00, held in escrow, individually accounted
Program size	Five (5) client reservations
Work authorized by this fee	None
Agreement type	Priority / queue only

THIS PRIORITY RESERVATION AGREEMENT (the “Agreement”) is entered into as of _____, 20____ (the “Effective Date”) by and between:

Professional Robotics Industry, Advanced Research Division, South Florida (“PRI” or “Company”), and
_____ (“Client”).

PRI and Client are each a “Party” and together the “Parties.”

1. Recitals

- 1.1 PRI is developing a limited residential program conceived around printed architecture, a rooftop VTOL landing-pad concept, and envisioned robotic security for a small number of South Florida residences.
- 1.2 The program is a development pathway, not a move-in-ready inventory of completed homes. Each residence, if built, will depend on a specific site, engineering, permits, equipment availability, and later separate agreements.
- 1.3 Client wishes to obtain a documented place in a proposed five-client priority queue.

1.4 The Parties intend that this Agreement establish queue priority and escrowed reservation funds only, and that design, preconstruction, and construction be authorized only under later written agreements.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

2. Nature of this Agreement

2.1 This Agreement creates a documented priority position in Residential Program 01. It does **not**:

- sell, convey, option, or lease real property;
- constitute a construction contract or home-building contract;
- constitute a design, architecture, or professional-services contract;
- fix a purchase price, guaranteed maximum price, or delivery date for a home;
- authorize drawings, engineering, site work, permitting, printing, or construction; or
- guarantee ICON Titan availability, a rooftop VTOL pad, Optimus or other robotic security, or any third-party system.

2.2 A conversation, website inquiry, or verbal statement that Client is “in line” does not create a reservation. Only a fully signed copy of this Agreement, plus the Escrow Holder’s written confirmation that the Reservation Fee has cleared under Section 4, establishes Client’s position.

2.3 This Agreement is not a down payment on a house. PRI is not collecting a construction deposit under this Agreement.

3. Priority Position

3.1 Upon (a) execution of this Agreement by both Parties and (b) the Escrow Holder’s written confirmation that the Reservation Fee has been received and individually accounted for, Client shall hold **Priority Position No. _____ of five (5)** in Residential Program 01.

3.2 Priority means first right, in the order of confirmed positions, to be offered the next available Design/Preconstruction Agreement and, if that agreement is completed and start conditions are met, a Construction Contract for one residence in the program.

3.3 Priority is personal to Client and may not be assigned, sold, pledged, or transferred without PRI’s prior written consent, except to a wholly owned entity of Client or to Client’s estate, on written notice.

3.4 Priority does not reserve a specific lot, floor plan, view corridor, or completion date unless a later agreement identifies that lot in writing.

4. Reservation Fee and Escrow

4.1 Client shall deposit **Fifty Thousand and 00/100 United States Dollars (USD \$50,000.00)** (the “Reservation Fee”) with the Escrow Holder named below, to be held under written escrow instructions attached as Exhibit A.

4.2 The Reservation Fee shall be: (i) individually accounted for in Client’s name; (ii) never commingled with PRI operating funds; (iii) never pooled with other clients’ funds in a manner that impairs Client’s identifiable interest; and (iv) released only as this Agreement and Exhibit A expressly permit.

4.3 Escrow Holder (to be completed before funds are accepted):

Name: _____

Address: _____

Contact / file no.: _____

4.4 No Reservation Fee shall be accepted through the PRI website. Funding occurs only after this Agreement and Exhibit A are signed and escrow instructions are verified.

4.5 Five program reservations would total \$250,000 in separately accounted escrow. That aggregate figure does not create a common fund, partnership, or joint venture among clients.

5. Credit to a Later Construction Contract

5.1 If the Parties later execute a Construction Contract for a residence in this program, the full Reservation Fee shall be credited toward amounts due under that contract, including treatment against the later construction escrow deposit, as the Construction Contract will specify.

5.2 If no Construction Contract is executed and Client receives a refund under Section 8, the credit obligation ends upon refund.

6. Work Not Authorized

6.1 Payment of the Reservation Fee authorizes no design, engineering, surveying, lot acquisition, permitting, printing, procurement, or construction.

6.2 Any limited feasibility study, site-visit package, or other optional work requires a separate written scope and fee. None is included in this Agreement.

6.3 Design and preconstruction, if pursued, will be under a separate Design/Preconstruction Agreement with a proposed retainer in the range of USD \$75,000–\$125,000, commencing only when a specific lot and floor plan are in motion. Ownership or license of drawings, termination rights, and reuse with another builder are not granted by this Agreement and must be stated in that later contract.

7. Program Facts Client Acknowledges

Client acknowledges and agrees that:

7.1 **Price.** The published planning range of \$3–5 million per residence is indicative only. It is not a guaranteed price, GMP, or cap. Final price will be set when plans, site conditions, and then-current costs are known, and will address, among other items, flood-zone requirements, seawall or waterfront work if applicable, impact glass, labor and material inflation, and defined inclusions and exclusions.

7.2 **Schedule.** The target start window of Q3 2027–Q2 2028 is a planning window, not a guaranteed start or completion date. Actual timing depends on equipment delivery, site control, engineering, insurance, licensing, and permits.

7.3 **ICON Titan.** Homes are planned for the ICON Titan platform. PRI represents no affiliation, endorsement, supply contract, or delivery commitment from ICON or any ICON affiliate. Printing depends on equipment delivery, licensing, engineering, and permits.

7.4 **VTOL pad.** A rooftop landing pad is part of the residence concept. Feasibility depends on structural loads, aircraft compatibility, airspace, and local approvals. It is not a guaranteed deliverable under this Agreement.

7.5 **Robotic security.** Optimus or similar robotic patrol or security is an envisioned research concept. Deployment depends on commercial availability, supported capabilities, safety validation, and applicable law. It is not a guaranteed deliverable under this Agreement.

7.6 **Trademarks.** ICON, Titan, Tesla, Optimus, and related names are trademarks of their respective owners. No endorsement is represented.

7.7 **Imagery.** All program imagery is conceptual and does not depict a completed PRI residence.

7.8 **Land.** Unless an exhibit expressly says otherwise, the planning range does not include land purchase, aircraft, or robotic equipment.

8. Outside Date, Titan Contingency, and Refunds

8.1 **Outside Date.** The Parties shall insert a specific calendar date below before any funds are accepted:

Outside Date: _____, 20____.

8.2 If, by the Outside Date, (a) the Parties have not executed a Construction Contract for Client's residence in this program, or (b) construction has not started under the start conditions defined in Exhibit B, then Client is entitled to an automatic refund of the Reservation Fee then remaining in escrow, without penalty, within the number of business days specified in Exhibit A (proposed: fifteen (15) business days after written demand and Escrow Holder confirmation).

8.3 **Titan delivery contingency.** If ICON Titan delivery (as defined in Exhibit B) has not occurred by June 30, 2027, or such other cutoff as Exhibit B states, Client may, by written notice: (i) wait, in which case the Parties shall document any new Outside Date in an amendment; or (ii) cancel, in which case Client shall receive a refund of the Reservation Fee then remaining in escrow under Exhibit A. A delay does not by itself authorize PRI to retain the Reservation Fee indefinitely.

8.4 This Section describes the refund events proposed on PRI's public program pages: the Titan-delay election and automatic refund at the agreed Outside Date. Any additional cancellation rights, deductions, or offsets must be added in writing. No general, unconditional walk-away right for convenience is granted unless Exhibit A so provides.

8.5 Refunds shall be paid to Client from escrow. PRI shall execute all documents reasonably required by the Escrow Holder to effect a required refund.

9. Later Agreements

9.1 The program is intended to proceed in three separate writings: (1) this Priority Reservation Agreement; (2) a Design/Preconstruction Agreement; and (3) a Construction Contract, to be considered only after Titan is on the ground (or an agreed equivalent print capability is confirmed) and licensing, insurance, permitting capability, and start readiness are confirmed.

9.2 The Construction Contract, if executed, is expected to require an approximately 10% escrow deposit, with the Reservation Fee credited as specified, and progress draws tied to defined milestones such as printed walls, roof dry-in, MEP, and finishes.

9.3 Any Construction Contract for work in Florida shall address, as counsel determines applicable, Florida Statute § 489.126 (or successor), including any written deadline waiver or extension.

9.4 Nothing in this Agreement obligates either Party to execute the Design/Preconstruction Agreement or the Construction Contract.

10. Client Representations

Client represents that: (a) Client is entering this Agreement for a potential future custom residence, not as a securities investment, fractional offering, or passive investment contract; (b) Client has had the opportunity to obtain independent legal and tax advice; (c) Client understands that technology features are conceptual and contingent; and (d) funds used for the Reservation Fee are Client's own (or those of an entity Client controls) and were lawfully obtained.

11. PRI Representations and Limits

11.1 PRI represents that it will not treat the Reservation Fee as operating revenue while it remains in escrow under Exhibit A.

11.2 PRI makes no representation that it can deliver a home at any stated price or date, that third-party equipment will be available, or that aviation or robotics approvals will be obtained.

11.3 Except as expressly stated, PRI disclaims all warranties, express or implied, regarding future residences or systems.

12. Confidentiality

12.1 Each Party shall keep non-public terms of this Agreement, escrow details, and Client identity reasonably confidential, except as required by law, lenders, counsel, accountants, or the Escrow Holder.

13. Notices

13.1 Notices shall be in writing and delivered by overnight courier with tracking or by confirmed email to:

PRI: Professional Robotics Industry, Advanced Research Division — South Florida

Email: _____ Attn: _____

Client: Name: _____ Address: _____

Email: _____

14. Governing Law; Venue; Counsel Review

14.1 This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law rules.

14.2 Exclusive venue for disputes arising out of this Agreement shall be the state courts located in _____ County, Florida, unless the Parties agree to arbitration in a signed exhibit.

14.3 **This form is a proposed draft for counsel review. It is not legal advice.** Client is advised to have independent Florida counsel review the definitive documents, escrow instructions, and any later design or construction contract before signing or funding.

15. Miscellaneous

15.1 This Agreement is the entire agreement as to priority and the Reservation Fee and supersedes prior oral statements about being “in line.”

15.2 Amendments must be in a writing signed by both Parties.

15.3 If a provision is unenforceable, the remainder stays in effect.

15.4 Counterparts and electronic signatures are valid and binding.

15.5 Headings are for convenience only and do not affect interpretation.

15.6 Sections 5, 7, 8, 11.2, 11.3, 12, 14, and 15 survive termination or refund.

16. Signatures

IN WITNESS WHEREOF, the Parties have executed this Priority Reservation Agreement as of the Effective Date.

PROFESSIONAL ROBOTICS INDUSTRY

Advanced Research Division, South Florida

Signature: _____
Printed name: _____
Title: _____
Date: _____

CLIENT

Signature: _____
Printed name: _____
Entity / title (if any): _____
Date: _____

EXHIBIT A

Escrow Instructions

This Exhibit must be completed and attached before any Reservation Fee is accepted. It is a placeholder for counsel-prepared escrow instructions.

- A.1 Escrow Holder. The Reservation Fee shall be deposited with the Escrow Holder identified in Section 4.3.
- A.2 Individual accounting. Funds shall be held in Client's name or in a segregated account or ledger entry that preserves Client's identifiable interest. Commingling with PRI operating accounts is prohibited.
- A.3 Permitted releases. The Escrow Holder may release funds only: (a) to apply the Reservation Fee as a credit under a fully executed Construction Contract as that contract directs; (b) to refund Client under Section 8 of this Agreement; or (c) pursuant to a joint written instruction of the Parties or a final non-appealable order of a court of competent jurisdiction.
- A.4 Refund timing. Unless otherwise stated, refunds under Section 8 shall be issued within fifteen (15) business days after the Escrow Holder's receipt of a conforming written demand and any required confirming documents.
- A.5 Fees. Escrow fees shall be paid by: ☐ PRI ☐ Client ☐ split equally. Amount: \$_____.
- A.6 Wiring instructions (to be inserted by Escrow Holder):
 Bank: _____ ABA / routing: _____
 Account name: _____ Account no.: _____
 Reference: PRI Program 01 / Client name / file no.
- A.7 Resignation. If the Escrow Holder resigns, the Parties shall designate a successor Florida-licensed escrow agent within ten (10) business days. Funds shall transfer only to that successor.
- A.8 Notice. Escrow notices copy both Parties at the addresses in Section 13.

EXHIBIT B

Defined Milestones and Contingency Dates

- B.1 ICON Titan delivery. For Section 8.3, "ICON Titan delivery" means:
 _____.
- B.2 Titan cutoff date. June 30, 2027, unless amended in writing.
- B.3 Construction start. For the Outside Date, "construction has started" means:
 _____.
- B.4 Start-readiness checklist (Construction Contract may not be solicited until checked):
- ☐ Print platform on the ground or equivalent capability confirmed in writing;
 - ☐ Applicable licensing in place;
 - ☐ Insurance customary for the work bound or bindable;
 - ☐ Permitting path identified for the specific site;
 - ☐ Lot control or a written path to lot control documented.
- B.5 Budget attachment. A dated budget exhibit, if attached, shall list inclusions and exclusions. Absence of that exhibit means the \$3–5 million figure remains indicative only and is not a price.

EXHIBIT C

Priority Confirmation (issued after escrow clears)

Client name	_____
Priority Position	No. _____ of 5
Effective Date	_____
Reservation Fee	USD \$50,000.00 received in escrow
Escrow confirmation ref.	_____
Outside Date	_____
Issued by PRI	Name / title / date: _____

Client Review Checklist

- Named parties and documented queue position
- Escrow holder, individual accounting, and release instructions completed
- Exact Titan cutoff, calendar Outside Date, and refund deadlines inserted
- Budget attachment with defined scope and exclusions, or express acknowledgment that none is attached
- Full \$50,000 credit stated; confirmation that this fee authorizes no work
- Understanding that design rights and construction terms are separate later contracts
- Independent Florida counsel has reviewed this draft before signing or funding

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