

UNIT RESERVATION AGREEMENT

**THIS IS A CONDITIONAL RESERVATION AGREEMENT
AND IS NOT A BINDING CONTRACT**

_____ Rob Nash (“**Seller**”) acknowledges receipt from _____ (“**Purchaser**”) of the sum of Twenty Thousand Dollars (\$20,000.00) (the “**Deposit**”) for the reservation of Unit/Block _____ (the “**Unit**”) in Middleton Commons, (the “**Business Park**”),

a proposed Business Park located in Canyon County, Idaho.

The seller is in the process of developing and obtaining local approvals for the Business Park. Purchaser acknowledges that Seller is not able to currently accept binding agreements to purchase units in the business park, and that seller has made no representation or warranty with respect to seller’s ability to do so in the future.

Purchaser desires to obtain a preference and reserve the first opportunity to purchase the unit when and if seller obtains a Public Report or Certificate of Exemption from the Idaho Real Estate Commissioner pursuant to the Idaho Subdivision and Series Partition Law or is otherwise permitted under applicable law to accept binding agreements to purchase units in the business park. The seller and purchaser agree that the deposit and a signed copy of this Reservation Agreement shall be placed in escrow with Camille Vanscoy (“**Escrow Agent**”) in accordance with the Escrow Agreement attached hereto as Exhibit A.

At such time as the seller is permitted to accept binding agreements to purchase units in the business park under applicable law, the seller shall notify the purchaser in writing and give the purchaser the first preference and opportunity to purchase the unit. The purchase price and other terms of purchase shall be set forth in an Earnest Money Agreement that shall accompany the seller’s notice to purchaser. Purchaser shall have ten days following receipt of the Earnest Money Agreement within which, to accept the offer set forth in such agreement. In the event the purchaser fails to do so, this Reservation Agreement shall terminate, and escrow agent shall refund the deposit to purchaser in full.

The execution of this Reservation Agreement shall not create a binding contractual obligation to buy or sell the unit on the part of either seller or purchaser. Until such time as a binding Earnest Money Agreement has been executed by both parties, either party, by written notice to escrow agent, may cancel this Reservation Agreement without incurring any liability whatsoever to the other party, in which event the deposit shall promptly be returned to purchaser in full.

The parties have executed this Reservation Agreement on this _____ day of _____, 20____.

SELLER

PURCHASER

SELLER

PURCHASER

**EXHIBIT A
ESCROW AGREEMENT**

This Escrow Agreement is by and among Camille Vanscoy (“**Escrow Agent**”), Rob Nash (“**Seller**”), and _____ (the “**Purchaser**”), of Unit/Block _____ in _____
_The Middleton Commons_Business Park_____ a proposed Business Park in Canyon County, Idaho.

Escrow Agent, Seller, and Purchaser hereby agree that all funds of purchaser and a signed copy of the Reservation Agreement appearing on Page 1 shall be placed in the following escrow depository:

Title One _____.

Escrow Agent agrees to accept such funds subject to the right of the purchaser to withdraw said funds from the escrow at any time without deduction and without consent of any other party to the Reservation Agreement unless and until the purchaser has received a copy of Public Report or Certificate of Exemption from the Idaho Real Estate Commissioner pursuant to the Idaho Subdivisions and Partitions law and the purchaser has executed an agreement to purchase Unit/Block _____, which agreement to purchase will thereby be substituted for the Reservation Agreement.

Dated this _____ day of _____, 20_____

SELLER

PURCHASER

SELLER

PURCHASER

ESCROW AGENT: _____

By: _____

