

## RESERVATION AGREEMENT

This Reservation Agreement ("Reservation") is made and entered into as of the date indicated below by and between the undersigned ("Buyer") and CHWC Holding Corporation, or its assignee ("Seller").

1. This Reservation confirms that, subject to the terms hereof, Buyer is interested in purchasing and hereby intends to reserve the vacant residential lot known as Lot \_\_\_\_ of Block \_\_\_\_ ("Lot"), as shown in the attached Plat of Meadowlark, a residential subdivision located in Kansas City, Kansas. Further, Buyer intends to purchase a new home to be built by Community Construction, LLC, or its assignee ("Builder"), on said Lot.

2. Buyer acknowledges that this Reservation is evidence of Buyer's interest in purchasing a Lot, and that the estimated base price range is between \$\_\_\_\_\_ and \$\_\_\_\_\_. These price ranges are subject to change from time to time, without notice, as a result of various factors which may impact price.

3. Buyer has delivered with this Reservation a check in the amount of \$\_\_\_\_\_ ("Reservation Fee") payable to: "[Secured Title of KC OR Accurate Title] as agent for CHWC Holding Corporation." The Reservation Fee shall be held by [Secured Title of KC [Secured Title of KC OR Accurate Title] ("Escrowee") in a non-interest bearing trust account on behalf of Seller and applied to Buyer's earnest money deposit upon execution of the Purchase Contract (as defined below) or returned to Buyer in accordance with this Reservation.

4. This Reservation shall automatically terminate and become null and void upon the first to occur of the following: (a) Buyer's delivery to Seller of written notice that Buyer intends to cancel this Reservation; (b) Seller's delivery to Buyer of written notice that Seller intends to cancel this Reservation; (c) failure of Buyer and Seller to execute the Seller's standard form of Purchase Agreement ("Purchase Contract") for the Lot on the terms set forth therein within seven (7) business days after Seller's delivery of the Purchase Contract, together with the subdivision's Declaration of Restrictions and Covenants, to Buyer; or (d) the execution of the Purchase Contract by Buyer and Seller. If this Reservation is terminated for any of the reasons set forth above, other than for the reason set forth in subsection (d) above, then upon receipt of said notice by Seller, the Reservation Fee shall promptly be returned to Buyer. Buyer acknowledges and agrees that upon termination of the Reservation for any reason other than the execution of the Purchase Contract by Buyer and Seller, Buyer shall have no further right to the Lot and Seller may reserve or sell the Lot to others. If this Reservation is terminated pursuant to subsection (d), then the Reservation Fee shall be applied to Buyer's earnest money deposit under the Purchase Contract.

5. Buyer shall not be entitled to assign this Reservation to a third party without Seller's advance written consent.

6. Dimensions, boundaries, and locations of the Lots, or items included therein, and other property shown on any plan or other documents are for illustration and marketing purposes only and are not necessarily intended to reflect dimensions, boundaries or locations thereof.

7. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with the Reservation Fee, Escrowee may commence an interpleader action and deposit the Reservation Fee with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Buyer and Seller. Buyer

and Seller shall jointly reimburse Escrowee for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrowee relating to the commencement of an interpleader action.

8. This Reservation does not obligate Buyer to purchase the Lot or Seller to sell the Lot and neither Buyer nor Seller shall be so obligated unless and until Buyer and Seller enter into the Purchase Contract.

Executed as of \_\_\_\_\_, 2021.

BUYER	SELLER	ESCROWEE
Signature: _____	CHWC Holding Corporation	Secured Title of KC
Print Name: _____		
Signature: _____	By: _____	By: _____
Print Name: _____	Print Name: _____	Print Name: _____
Address for Notices to Buyer:	Address for Notices to Seller:	Address for Notices to Title Co:
_____	CHWC Holding Corporation	Secured Title of KC
_____	2 South 14 <sup>th</sup> Street	2100 Hutton Road
	Kansas City, KS 66102	Kansas City, KS 66109

## RESERVATION FEE ESCROW AGREEMENT

This Reservation Fee Escrow Agreement ("**Escrow Agreement**") is made and entered into as of \_\_\_\_\_, 2021, among CHWC Holding Corporation ("**Seller**"), \_\_\_\_\_ ("**Buyer**"), and Secured Title of KC ("**Escrow Agent**").

This Escrow Agreement is executed pursuant to the terms of a certain Reservation Agreement (the "**Reservation Agreement**") between Seller and Buyer pertaining to the Reservation of certain real property and improvements located at \_\_\_\_\_, (**the "Property"**).

The parties hereto hereby agree as follows:

1. Buyer shall deposit with Escrow Agent, pursuant to the terms of the Reservation Agreement and in conjunction with the execution of this Escrow Agreement, the sum of \$1000.00 (together with all interest earned thereon is referred to herein as the "**Reservation Fee**"). If and when additional funds (the "**Additional Sum**") are deposited with Escrow Agent pursuant to the Reservation Agreement, such Additional Sum shall become a part of the Reservation Fee and be subject to all the terms and conditions of this Escrow Agreement.

2. Except as set forth in Paragraph 7 or Paragraph 8 below, the Reservation Fee deposited herein shall be disbursed by Escrow Agent only pursuant to a joint written direction executed by Seller and Buyer or their respective legal representatives.

3. The Reservation Fee deposited from time to time shall be deposited with other escrow funds in Escrow Agent's general escrow account. Such funds will not earn interest

4. Seller and Buyer shall indemnify and hold harmless Escrow Agent with respect to all costs and expenses incurred by Escrow Agent including reasonable attorneys' fees by reason of Escrow Agent being a party to this Escrow Agreement, except any such costs and expenses (a) incurred by Escrow Agent as a result of any failure by Escrow Agent to perform its obligations under this Escrow Agreement or (b) arising out of the gross negligence or willful misconduct of Escrow Agent.

5. At the closing of the transaction contemplated by the Reservation Agreement, the Reservation Fee shall be paid to Seller and credited against the cash portion of the Reservation Price (as defined in the Reservation Agreement).

6. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with, or for, any Reservation Fee held pursuant to the terms of this Escrow Agreement, Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, Escrow Agent shall not deliver or disburse the Reservation Fee, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrow Agent shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:

- a. authorization executed by all parties to the disagreement; or
- b. a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the Reservation Fee .

Upon receipt of any of the above, Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

7. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with the Reservation Fee, Escrow Agent may commence an interpleader action and deposit the Reservation Fee with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Buyer and Seller. Buyer and Seller shall jointly reimburse Escrow Agent for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrow Agent relating to the commencement of an interpleader action.

8. Upon Completion of the disbursement of the Reservation Fee, Escrow Agent shall be released and discharged of its escrow obligations under this Escrow Agreement.

9. In the event of any conflict between this Escrow Agreement and the Reservation Agreement , as between Seller and Buyer, the Reservation Agreement shall govern; however, Escrow Agent shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

10. Any notice, demand or request, consent or approval ("**Notice**") that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing to Seller, Buyer and Escrow Agent as follows:

If to Seller: CHWC Holding Corporation  
Attn: Brennan Crawford  
2 South 14<sup>th</sup> Street  
Kansas City, KS 66102  
Email: [bcrawford@chwckck.org](mailto:bcrawford@chwckck.org)

With a copy to: Community Housing Realty, LLC  
Attn: Tennille Perkins  
2 South 14<sup>th</sup> Street  
Kansas City, KS 66102  
Email: [tperkins@chwckck.org](mailto:tperkins@chwckck.org)

If to Buyer:

With a copy to:

Escrow Agent: Secured Title of KC  
2100 Hutton Road  
Kansas City, KS 66102  
Attn: Jamie Carey  
Fax: 913-788-5027  
Email: [jcarey@securedtitlekc.com](mailto:jcarey@securedtitlekc.com)

Notices shall be either (i) personally delivered (including delivery by Federal Express, or other similar courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless the delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail or (iii) sent by facsimile, provided the sender of such facsimile has evidence that the facsimile was received by the address's machine, in which case they shall be deemed delivered on the date of receipt by the addressee's machine. Any party may by written notice to the other parties given as provided in this Escrow Agreement change its address for service of Notice.

11. This Escrow Agreement may be executed in multiple counterparts, each of which shall constitute and original, and together shall constitute the Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

**SELLER:** CHWC Holding Corporation  
By: \_\_\_\_\_  
Name: Brennan Crawford  
Title: President  
Date: \_\_\_\_\_

**BUYER:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ESCROW AGENT:** SECURED TITLE OF KC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_