

RESERVATION AGREEMENT

This Reservation Agreement (this “**Agreement**”) dated as of _____, 2025 (the “**Effective Date**”), is made by and between LZL Ventures LLC, an Idaho limited liability company (“**Seller**”), and _____, or its successors or assignees (“**Buyer**”). Buyer and Seller may be referred to hereinafter individually as a “Party” or collectively as the “Parties” as appropriate under the circumstances.

ARTICLE I DESCRIPTION OF PROJECT

Seller is the developer of a proposed condominized storage unit facility and common areas, to be known as Peak Condo Storage as shown on the preliminary site plan attached hereto as Exhibit A (collectively, the “**Project**”), on certain real property located on Horseshoe Bend Road, Eagle, Idaho, which is legally described on Exhibit B, attached hereto and incorporated herein (the “**Property**”). Buyer would like to enter into a reservation agreement with Seller to purchase condominium unit in the Project to be identified at a later date. Seller is in the process of finalizing and recording final condominium plat and declaration for the Project.

Idaho law prohibits Buyer and Seller from entering into binding Purchase and Sale Agreement for any property located in the Project until such time as final plat approval has been granted by the authorizing municipality and the plat is recorded thereby creating a legal property in the Project which can be sold to Buyer. However, to allow the purchase process of the Property by Buyer to proceed quickly after the final plat is recorded by Seller, Seller and Buyer desire to enter into this Agreement setting forth the terms and conditions under which the transaction will proceed upon final plat recordation.

ARTICLE II RESERVATION OF RIGHT TO PURCHASE PROPERTY

2.1 Reservation of Right to Purchase Property. Upon the satisfaction of the terms and conditions contained herein, Seller agrees to reserve the Property on behalf of Buyer and shall not enter into a binding purchase agreement with any third party until and unless this Agreement is terminated and the Parties do not enter into a Purchase Agreement (defined below).

2.2 Reservation Deposit. As of the Effective Date, Buyer shall pay the sum of Five Thousand Dollars (\$5,000) (the “**Deposit**”) to be held in escrow by Secured Land Transfers LLC doing business as Title One Corporation (the “**Escrow Agent**”) pursuant to this Agreement. The Deposit is fully refundable to Buyer upon Buyer’s written request at any time prior to the effectiveness of the Purchase Agreement (as defined in Section 2.3) and shall be returned to Buyer within fourteen (14) days after receipt by Seller of Buyer’s written notice of terminate this Reservation Agreement. Seller may allow other potential buyers to execute other reservation agreements to purchase units in the Project subject to the termination of this Agreement. The Deposit shall be applied to the Purchase Price (as shall be defined in the Purchase Agreement) of the Property at Closing (as shall be defined in the Purchase Agreement).

2.3 Purchase and Sale Agreement. At such time as Seller is able to accept binding agreements to purchase and sell the Property, Seller shall notify Buyer in writing and at that time and will present Buyer with a form Purchase and Sale Agreement setting forth the substantive terms of the Purchase, including the Purchase Price, Closing Date, and related matters (the “**Purchase Agreement**”). Buyer and Seller will negotiate and execute, in good faith, to finalize the

substantive Purchase Agreement within thirty (30) days after receipt of the Purchase Agreement by Buyer. In the event the Parties cannot agree to the final Purchase Agreement within such time period, either Party may elect to terminate this Agreement and the Deposit shall be returned to Buyer by Escrow Agent.

**ARTICLE III
DEFAULT**

In the event of a breach hereunder by either Party, the non-defaulting Party shall have all remedies available at law or in equity, including injunctive or other equitable relief.

**ARTICLE IV
NOTICES**

All notices, approvals, consents, requests, elections and other communications required or permitted to be given under this Agreement (each a "notice") shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed duly given and received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed duly given on the date of mailing and shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed duly given on the date deposited with such service and deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service; or (d) email transmission, in which event such notice shall be deemed duly given on the date sent and deemed received on the date sent if sent before 5:00 PM Boise, Idaho local time, or on the next day, if sent after 5:00 PM Boise, Idaho local time. Notwithstanding the foregoing, actual receipt of a notice, however given and from whomever received shall always be effective, and any notice given by a Party's attorneys, shall, for all purposes, be deemed to have been given by such Party. All such notices shall be addressed to the appropriate Party at the address set forth below, or at such other address as a Party may specify from time to time by notice to the other Party:

If to Buyer, to:

Telephone: _____
Electronic Mail: _____

With a copy to:

Telephone: _____
Electronic Mail: _____

If to Seller, to:

LZL Ventures LLC
2615 E Aspenwood Ct
Eagle Idaho 83616
Telephone: 208-870-6566
Electronic Mail: chad.longson@gmail.com

With a copy to:

Varin Thoms LLC
242 North 8th Street, Suite 220
Boise, ID 83702
Attention: Anne C. Kunkel
Telephone: (208) 584-1266
Electronic Mail: anne@varinthomas.com

Either Party may, by notice given as aforesaid, change the address or addresses, or designate an additional address or additional addresses, for its notices, provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

5.2 Exhibits. All exhibits referred to herein and attached hereto are a part hereof.

5.3 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

5.4 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

5.5 Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other Party or Parties thereto reimbursement for all reasonable attorneys' fees and all reasonable costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the Party in whose favor a judgment, decree, or final order is rendered.

5.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located.

5.7 Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

5.8 Assignment by Buyer. Buyer shall not assign this Agreement without Seller's prior written consent.

5.9 Severability. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void

or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

5.10 Successors and Assigns. All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the Parties hereto and their respective legal representatives, successors and assigns (subject to Section 5.8).

5.11 Interpretation. Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

5.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

5.13 Recordation. This Agreement may not be recorded and any attempt to do so shall be of no effect whatsoever.

[end of text]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

SELLER:

LZL Ventures LLC,
an Idaho limited liability company

By: _____
Name: _____
Title: _____
Dated: _____

BUYER:

[INSERT BUYER]

EXHIBIT A
Site Plan

EXHIBIT B
Legal Description of Property

A parcel located in the Northeast Quarter of the Northeast Quarter of Section 15, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter of the Northeast Quarter, monumented with a brass cap monument; thence

South 0°36'57" West along the easterly boundary of said Northeast Quarter of the Northeast Quarter a distance of 330.46 feet (of record as South 330.66 feet) to a point; thence leaving said easterly boundary

North 89°42'31" West a distance of 33.00 feet to a 5/8 inch diameter iron pin on the westerly right-of-way of State Highway 55 and the POINT OF BEGINNING; thence continuing

North 89°42'31" West a distance of 1,293.48 feet to a 5/8 inch diameter iron pin on the westerly boundary of said Northeast Quarter of the Northeast Quarter; thence

South 0°35'34" West along said westerly boundary a distance of 330.45 feet (of record as South 0°07' East a distance of 330.66 feet) to a 5/8 inch diameter iron pin; thence leaving said westerly boundary

South 89°42'29" East a distance of 1,293.35 feet to a 5/8 inch diameter iron pin on said westerly right-of-way; thence

North 0°36'57" East along said westerly right-of-way a distance of 330.46 feet to the POINT OF BEGINNING.