

**UNIT LEASE RESERVATION  
AGREEMENT**

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

Rob Nash (“**Owner**”) acknowledges receipt from \_\_\_\_\_ (“**Lessee**”) of the sum of Seventy Five Hundred Dollars (\$7,500.00) (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 owner is in the process of developing and obtaining local approvals for the Business Park. Lessee acknowledges that the owner is not able to currently accept binding agreements to lease units in the business park, and that owner has made no representation or warranty with respect to owner’s ability to do so in the future.

Lessee desires to obtain a preference and reserve the first opportunity to lease the unit when and if owner 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 lease units in the business park. The owner and lessee 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 Lease Deposit Agreement attached hereto as Exhibit A.

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

The execution of this Reservation Agreement shall not create a binding contractual obligation to lease the unit on the part of either owner or lessee. Until such time as a binding Lease Deposit 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 lessee in full.

The parties have executed this Reservation Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

**EXHIBIT A  
LEASE DEPOSIT  
AGREEMENT**

This Lease Deposit Agreement is by and among Camille Vanscoy (“**Escrow Agent**”), Rob Nash (“**Owner**”), and \_\_\_\_\_ (the “**Lessee**”), of Unit/Block \_\_\_\_\_ in \_\_\_\_\_  
\_The Middleton Commons\_ Business Park \_\_\_\_\_ a proposed Business Park in Canyon County, Idaho.

Escrow Agent, Owner, and Lessee hereby agree that all funds of lessee 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 lessee 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 lessee 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 lessee has executed an agreement to lease Unit/Block \_\_\_\_\_, which agreement to lease will thereby be substituted for the Reservation Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

ESCROW AGENT: \_\_\_\_\_

By: \_\_\_\_\_

