

Potlatch Mercantile Lease Agreement

317 West 6th St | Suite 201 | Moscow, ID 83843 | 208.301.4029

COMMERCIAL LEASE AGREEMENT

Lease Summary Terms:

Date of Lease: 09/01/2026
 Property Address: 535 Pine St, Suite 6 & 7, Potlatch, ID 83855

Landlord:

Landlord Name: Dominion Capital LLC and Rogue River LLC
 Landlord Mailing Address: 317 West 6th St, Suite 201, Moscow, ID 83843
 Contact Email: rdolpsjr@gmail.com
 Contact Phone Number: 208.301.4029 (if number unavailable: 208.301.7129)

Tenant:

Tenant Name: Dannett Howard
 Tenant Mailing Address: 1089 Guernsey cut off, Potlatch ,ID 83855
 Contact Person: Dannett Howard
 Contact Information: Phone: 208.669.0116 Email: danijodot@icloud.com

Lease:

Type of Lease: Commercial – Gross Office or Retail
 Lease Term: 2 years Beginning on: September 1, 2026 Ending on: August 31, 2027

Rent Summary:

Base Rent (per month in advance): \$670.00
 Security Deposit: \$670.00
 Late Charge: \$10.00 per day starting on the 3rd day at 12:01am
 Insurance: Minimum of \$1,000,000 Liability
 Landlord's Broker (if none, so state): None
 Tenant's Broker (if none, so state): None
 Comments:

Potlatch Mercantile Lease Agreement

317 West 6th St | Suite 201 | Moscow, ID 83843 | 208.301.4029

COMMERCIAL LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between:

1. **DOMINION CAPITAL LLC** and **ROGUE RIVER LLC**, both Idaho limited liability companies, Owner(s) for the leased premises described below, ("Landlord") and
2. **Dannett Howard**, an Idaho Person, whose principal address is 1089 Guernsey cut off, Potlatch, ID 83855, ("Tenant").

Landlord and Tenant are sometimes referred to herein individually as "party" and collectively as "parties." This Lease is made on the following terms, covenants and conditions to which the parties hereby agree:

Recitals

- A. Landlord is the owner of that certain real property located in the City of Moscow, Latah County, Idaho, commonly known as "The Potlatch Mercantile" OR "The Potlatch Mall" OR 535 Pine St, Potlatch, ID 83855 OR 575 Pine St, Potlatch ID 83855, and legally described as:

POTLATCH
BLK 30 LOTS 10 & 11;
TAX #1688 OF LOT 2;
TAX #1657 OF VAC ST
Latah County Assessor's Parcel RPP1520030011BA

hereinafter the "Property". The demised Premises is the area known as Suite 6 & 7. The parties acknowledge Tenant's rights to the shared parking area located on the same parcel as the building, subject to any signage or common area improvements as provided herein (the "Shared Parking Area"). The parties further acknowledge that the same or other parts of the building will be leased separately to other tenants, of like or unlike business, who shall also share certain common areas of the building, including the Shared Parking Area.

Agreement

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the recital set forth above, the parties agree as follows:

1. Premises

- 1.1. Upon the terms and conditions hereinafter set forth, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. This Lease includes the nonexclusive right of Tenant and its employees, customers, and invitees to access the Premises over, across and through the Shared Parking Area (as defined above and which are "Common Area").

2. Term

- 2.1. Effective Date. The terms and conditions of this Lease are effective as of the "Effective Date" of this Lease, which shall be the earlier of: the start date of the initial term (as defined in 2.2); or the later date of the dates this Lease is executed by Landlord and Tenant below.
- 2.2. Initial Term. The initial term ("Initial Term") of this Lease and Tenant's obligations to pay Rent hereunder shall commence at noon on September 1, 2026, and expiring noon on August 31, 2027, unless earlier terminated or extended.
- 2.3. Option to Extend Term. On the expiration of the Initial Term, Tenant shall have first position to negotiate a new lease provided that:
 - 2.3.1. Tenant shall give notice to Landlord of their interest in negotiating a new lease. Such notice shall be in writing, by pre-paid certified mail, not less than one hundred eighty (180) days prior to the expiration of the Initial Term of this Lease
 - 2.3.2. That at the time Tenant gives notice to negotiate a new lease, Tenant is not in default of the Lease terms and conditions then in effect and remains free of default through the end of the Term and has not been in default within the twelve (12) month period immediately prior to such notice.
- 2.4. Early Access. Tenant agrees that if possession of the Premises is taken prior to the Lease Start Date or Lease signing date ("Early Access"), all such access will be under the terms of this Lease. Tenant will be responsible for additional pro-rated Base Rent, Common Charges and any other charges for each day prior to the Lease Start Date and in no event will be pro-rated for taking occupancy after the Lease Start Date. Tenant agrees that they may not be in sole possession of the premises during Early Access.

3. Security Deposit:

- 3.1. Deposit. Tenant shall deposit with Landlord within five (5) days of the Executed Date, the sum of \$670.00 ("Security Deposit"). The Security Deposit shall be held by Landlord or Landlord's agent, without liability for interest, as security for Tenant's performance of its obligations under this Lease.
- 3.2. Application of Security Deposit. If Rent shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, and without declaring Tenant in default, appropriate and apply said entire Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Base Rent or Additional Rent or expense or loss or damage sustained by Landlord due to such breach on the

part of Tenant, and Tenant shall forthwith upon demand restore said Security Deposit to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all Rent due and payable by Tenant to Landlord, and leave the premises in good clean condition, then said Security Deposit shall be returned to Tenant at the end of the Term. Landlord shall have thirty (30) days from the date the lease is terminated to provide Tenant with an accounting of the Security Deposit and any refund if applicable.

- 3.3. Tenant's Bankruptcy. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, such Security Deposit shall be deemed to be applied first to the payment of Rent due Landlord for all periods prior to the filing of such proceedings.

4. Rent:

- 4.1. Definition. Base Rent is set forth in Paragraph 4.2 below. Additional Rent consists of any and all other sums due and payable by Tenant pursuant to and in accordance with the remaining terms and conditions of this Lease and shall be paid with Base Rent as set forth below. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

- 4.2. Base Rent. Tenant agrees to pay Base Rent monthly, in advance, on the first day of each month throughout the Term without deduction or offset. Base Rent for any partial month shall be prorated. The first payment shall be due before delivery of Premises. Base Rent shall be \$670.00 per month for the Initial Term.

- 4.2.1. In the event of a multi-year lease, annual Rent to be paid by Tenant to Landlord shall be increased annually effective the first-year anniversary of the Initial Term and continuing yearly thereafter by a percentage equal to the annual percentage increase in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the Department of Labor (1984=100) for All Urban Consumers - All Items (or other applicable index). The base of the CPI for computation of the increase, if any, shall be the first month of the previous year. For example, the base for the CPI increase starting January 1, 2026 will be January of 2025. If no publication is made or yet available for such month, the base shall be the last preceding month for which publication is available. The CPI for the same month shall be compared annually to determine the percentage increase and the resulting percentage shall be applied to the monthly rental rate then in effect to determine the monthly rent to be paid for the ensuing year, provided that in no event shall the CPI percentage increase for any twelve-month period be less than three percent (3%).

- 4.2.2. Landlord shall notify Tenant of the increase in the monthly rental rate resulting from such computation and Tenant shall pay Landlord the amount of such increase retroactively to the effective date thereof. If the CPI is discontinued or replaced, Landlord shall substitute a comparable index based upon the cost of living or purchasing power of the consumer dollar published by any other governmental agency. If no such index is available, then Landlord shall select a comparable index published by a major bank or other financial institution or by

a university or a recognized financial publication. If the items incorporated in the CPI are revised, an equitable adjustment will be made, and a formula developed to permit an annual rental adjustment.

- 4.3. Late Payments. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent due from Tenant shall not be received by Landlord or Landlord's assignee within five (5) days after the date due, then Tenant shall pay to Landlord a late charge in the amount of five percent (5%) of Base Rent or One Hundred and 00/100 Dollars (\$100.00), whichever is higher. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amounts, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- 4.4. Rent Credit. There is no rent credit in this Lease.

5. Rules and Regulations

- 5.1. Tenant and Tenant's employees and invitees shall observe faithfully and comply with any reasonable rules and regulations governing the Property as may from time to time be issued by Landlord.

6. Taxes

- 6.1. Landlord shall pay all real estate taxes for the Leased Premises.
- 6.2. Improvements. All work performed by Tenant shall be deemed to be leasehold improvements and shall be assessed and taxed directly to Tenant to the extent possible, unless otherwise agreed in writing prior to the start of such improvements.
- 6.3. Tenant's Taxes. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the Term of this Lease against any leasehold interest, business operations conducted by Tenant, or any personal property of any kind, owned by or placed in, upon or about the Premises by Tenant. Tenant agrees to pay to Landlord any occupation tax, sales tax, or similar governmental privilege tax imposed upon rentals received by Landlord from Tenant. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby agree that Tenant shall be liable for the payment of so-called "rent taxes" or the like in the event the same shall be assessed. Rent taxes shall include any applicable transaction privilege and use tax.

7. Common Areas

- 7.1. Definition and Rules. "Common Areas" shall mean and be defined as all areas, space, installations and equipment provided from time to time by Landlord for the common use and benefit of the owners and tenants of the Property, their employees, agents, licensees, customers and other invitees, including but not limited to parking areas,

exits, entrances, common bathrooms, access roads, driveways, sidewalks, and landscaped areas, or other commercial structure or areas that are otherwise available for the non-exclusive use by the occupants/users of the Property.

- 7.1.1. All Common Areas and other common facilities made available by Landlord in or about the Property shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within the parking areas, planters, access control, or otherwise. Landlord reserves the right from time to time to make reasonable changes in, additions to and deletions from the Common Areas and the purposes to which the same may be devoted all at Landlord's sole discretion, and the use of Common Areas shall at all times be subject to such reasonable rules and regulations as may be promulgated by Landlord.
- 7.1.2. Landlord hereby expressly reserves the right from time to time, to construct, maintain, and operate lighting and other facilities, equipment, and signs on all of the Common Areas; to police the same, to change the area, level, location, and arrangement of the parking areas and other facilities forming a part of the Common Areas; to restrict parking by tenants and other occupants of the Property and their employees, agents, subtenants, concessionaires, and licensees; to implement and enforce parking charges; to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto and to discourage non-customer parking and to grant individual tenants the right to conduct temporary sales events in the Common Areas.
- 7.1.3. Landlord shall perform or cause to be performed the regular maintenance and repair of the common areas provided, which shall include any work performed for the common benefit of the building and shall exclude any work specifically designated to Landlord's expense in Section 20.
- 7.1.4. Tenant is hereby given a non-exclusive license to use, during the Term, the Common Areas of the Property as they may now or at any time during the Term exist; provided however, that if the size, location, or arrangement of such Common Areas or the type of facilities at any time forming a part thereof is changed or diminished, Landlord shall not be subject to any liability therefore. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Property the Common Areas as designated from time to time by Landlord so long as said use does not disrupt the use by the Tenants.

8. Insurance

- 8.1. Landlord's Insurance. Landlord shall obtain and maintain in force a standard fire and extended risk insurance policy with Landlord as insured, insuring the Premises for one hundred percent (100%) of the insurable replacement value thereof, including but not limited to, loss of rents insurance, special form cause of loss insurance, and any other endorsements usually added to such insurance policies and/or required by Landlord's lender. The proceeds of said policy shall be payable to Landlord and used for repair

and reconstruction of the improvements, if Landlord is obligated hereunder to repair or reconstruct.

- 8.2. Tenant's Liability Insurance. During the Term hereof, Tenant shall maintain in full force and effect, at Tenant's sole cost and expense, with a qualified insurance company, a comprehensive liability insurance policy applicable to the Premises and the activities of Tenant therein, which includes coverage for bodily injury, property damage, personal injury, contractual liability (including this Lease), and independent contractors, with a limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. A certificate naming Landlord as additional insured, evidencing such coverage, and providing that the insurance may not be modified or canceled without thirty (30) days prior written notice to Landlord, shall be provided to Landlord upon demand. If the certificate of insurance is not received from Tenant within thirty (30) days after written request by Landlord, Landlord may assess a late fee of \$50.00 and/or secure said insurance and charge the cost of same to Tenant, and/or terminate the Lease. During the Term hereof, Tenant shall also carry in full force and effect, at Tenant's sole cost and expense, with a qualified insurance company, casualty insurance for its personal property, leasehold improvements, fixtures and equipment, insuring against loss by fire and other hazards covered by a special form coverage form of policy, in an amount equal to the fully guaranteed replacement cost thereof. The insurance company(ies) shall be licensed in the State within which the Property is located.
- 8.3. Tenant Property Insurance. Tenant shall also carry commercial general liability insurance with respect to the Premises, including that portion of the Common Areas located in the Premises, covering bodily injury, property damage, and personal injury.
- 8.4. Indemnification. Except for such loss or damage as may be caused by the gross negligent or willful act of Landlord, its agents, or employees, Landlord shall not be liable to Tenant, its officers, agents, employees, customers, invitees or third parties for loss of or damage to property, including goods, wares and merchandise, or for injury or death to persons, in, on, or about the Premises. Tenant agrees to indemnify, defend, protect, save and hold Landlord harmless from and on account thereof howsoever arising or by whomever caused all claims, costs, liability, damage or expense, including reasonable attorneys' fees, for any death, damage or injury to persons or property occurring on the Premises, and from any breach of or default by Tenant under this Lease.
- 8.5. Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees; provided the provisions of this subparagraph shall apply only to the extent of the insurance coverage maintained with respect to such loss or damage. Any insurance carried by either party with respect to the Premises and property therein or occurrences thereon shall, if it can be so written

without additional premium, or with an additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss.

9. Interest on Past Due Amounts

- 9.1. Any sum accruing to Landlord under the terms and provisions of this Lease which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date the amount was due until paid.

10. Extra Expenditures by Landlord

- 10.1. In the event that Landlord shall make any expenditure for which Tenant is responsible, then the amount thereof shall be Additional Rent, and such Additional Rent, together with interest at twelve percent (12%) per annum, if not paid when due, may, at Landlord's election, be added to and be deemed part of the installment of Rent next falling due. Further, Landlord shall charge Tenant an additional project management fee of 18% for any project that the Landlord undertakes which is the responsibility of the Tenant.

11. Improvements

- 11.1. "Tenant's Work" shall be all other work in or on the Premises performed from and after delivery of the Premises and shall include any and all work provided in **Exhibit B** or as additionally approved by Landlord and required to prepare the Premises for the operation of the Tenant's business operations allowed herein. All Tenant's Work shall become property of the Landlord upon termination of this Lease.
- 11.2. Upon completion of Tenant's Work, whether listed in **Exhibit B** or if later approved, Tenant shall submit its construction drawings and copies of building permits and occupancy certificates to Landlord. Tenant shall, within a reasonable time thereafter, provide Landlord with lien releases and/or waivers from every contractor and supplier who worked on or provided materials to the Premises in form acceptable to Landlord.
- 11.3. "Landlord's Work" shall be only that work which is designated as Landlord's Work in **Exhibit B**.
- 11.4. Tenant shall not permit any liens to stand against the Premises or the Property for any work done or materials furnished in conjunction with the performance of Tenant's Work; provided, however, that Tenant may contest the validity thereof provided Tenant transfers such lien to bond in accordance with local law. Landlord shall have the right, at Tenant's expense, to transfer said lien to bond as provided by law. Tenant's Work shall comply with all of the terms and conditions of Section 12.

12. Alterations

- 12.1. Alterations by Tenant. Tenant shall be prohibited from making any alterations of any kind except as approved in writing in advance by Landlord.

12.2. Tenant's Warranties. Tenant agrees that with regard to any construction or alterations performed by it or on its behalf, it will:

- 12.2.1. Ensure that all alterations and additions at any time undertaken by Tenant, as well as Tenant's original installation of equipment and furnishings are performed by contractors approved by Landlord, are conducted in such a manner as to maintain harmonious labor relations, performed so as not to damage any part of the Property, are completed in a good and workmanlike manner, and coordinated with Landlord's Work, if any, when necessary.
- 12.2.2. Diligently pursue completion of any alterations and/or additions undertaken by Tenant.
- 12.2.3. Secure all licenses and permits necessary for any work performed by it or on its behalf.
- 12.2.4. Deliver to Landlord a statement of the names of all the contractors and subcontractors and the estimated cost of all labor and material to be furnished by them prior to the commencement of any such work.
- 12.2.5. Ensure its contractors carry worker's compensation insurance covering all employees of both contractor and its subcontractors as well as public liability insurance with liability limits which are standard in the industry by companies approved by Landlord, such standards are currently deemed to be \$1,000,000, and property damage insurance with limits of \$500,000 - \$1,000,000, both general and vehicular (all such insurance to be written by companies approved by Landlord and insuring Landlord and Tenant, as well as the contractors), and deliver to Landlord certificates of all such insurance; and,
- 12.2.6. At all times, keep the Premises free from and clear of mechanics' liens and, unless waived in writing by Landlord, shall provide suitable Payment, Performance, and Completion Bonds prior to the commencement of any construction work on the Premises.
- 12.2.7. Tenant shall not penetrate the roof of the Building for any reason without the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. In the event such approval is granted, all such work shall be performed by a licensed professional certified by the roof manufacturer to perform such work, and such professional shall be chosen or approved by Landlord. Landlord and/or Landlord's representative shall be present during such penetration of the roof. Any damage caused to the roof as a result of Tenant's refusal and/or failure to comply with the terms and provisions of this Section shall be paid exclusively by Tenant.

12.3. Alterations by Landlord. Landlord reserves the right from time to time to make changes, alterations, repairs, additions, eliminations and deletions in and to the Building, the Premises, the Common Areas, and other portion of the Property, all as Landlord, in its sole and absolute discretion, may deem necessary and/or desirable. Tenant hereby consents to Landlord's exercise of its rights as set forth above, and to any inconvenience to Tenant resulting therefrom, and further acknowledges and

agrees that the same shall not entitle Tenant to any abatement of Rent or constitute an eviction.

- 12.4. Standards. All construction required or permitted by this Lease, whether by Tenant or by Landlord, shall be done in a good workmanlike manner, and in compliance with all applicable laws and all lawful ordinances, regulations, and orders of governmental authority and insurers of the Premises. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects.

13. Use and Business Name

- 13.1. Permitted Use. Tenant agrees to use and occupy the Premises during the Term hereof for the operation of a **Bagel Shop** and associated uses and for no other purpose whatsoever without Landlord's prior written consent ("Permitted Use").
- 13.2. Prohibitions. Tenant shall not use or permit said Premises or any part thereof to be used for any purpose or purposes other than the Permitted Use. Tenant agrees that no use shall be made or permitted to be made of the said Premises or acts done, which will increase the existing rate of insurance upon the Building over the standard rate of insurance prevailing in the area in which the Premises are located, or cause a cancellation of an insurance policy covering the Building, or any part thereof. Tenant further agrees that it shall not sell, or permit to be kept, used, or sold in or about said Premises, any article which may be prohibited by the standard form of fire insurance policies as the same may provide from time to time. Tenant shall, at its sole cost and expense, comply with any and all requirements pertaining to said Premises by any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering said building and appurtenances.
- 13.3. Business Name. Tenant agrees to operate its business and identify itself to the public under the name of **Honey Bagel Shop** and no other name without Landlord's prior written consent, which consent shall not be unreasonably withheld.

14. Covenant to Open

- 14.1. Tenant shall be obligated to open for business from within the Premises for at least four days a week for the Permitted Use unless otherwise agreed in writing by the Landlord. Tenant shall occupy and use the entire Premises for the Permitted Use unless otherwise agreed by Landlord. If Tenant has not opened for business within ninety (90) days after the commencement of the Initial Term, Landlord may, but is not obligated to, terminate this Lease at its sole and absolute discretion.

15. Nuisance

- 15.1. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant of the Property. Tenant shall neither conduct nor permit to be conducted any sale by auction on the Premises or any sale in the nature of a fire or distress sale or a going out of business sale without the prior written consent of the Landlord.

16. Sidewalk Obstructions

- 16.1. Tenant shall not obstruct the sidewalks adjacent to the Premises or any portion of the Common Areas by placing any item thereon, including without limitation, newspaper racks, bicycle stands, and merchandise or merchandise fixtures of any kind, without Landlord's prior written consent.

17. Tenant Parking

- 17.1. Tenant understands and agrees that the Parking Lot is in common with all other tenants, their customers, clients, and employees. Further, Landlord shall have the right to adopt rules regulating the use of the Shared Parking Area at the discretion of the Landlord. Landlord shall have the right to cause to be removed any vehicle of Tenant, its employees or agents that may be parked in violation of the rules and regulations adopted by the Landlord, without liability to Landlord. Tenant agrees to defend, protect, save, and hold harmless Landlord, its agents and employees from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle. Nothing herein shall obligate the Landlord to provide security or enforcement of the parking area. Absent the adoption of any rules and regulations, the Tenants of each portion of the Property shall self-govern its use of the parking areas.

18. Cessation and Abandonment

- 18.1. Should Tenant discontinue the operation of its business in the Premises for a period of fourteen (14) days or more, Landlord shall have the option, but not the obligation, to terminate the Lease upon ten (10) days advance written notice to Tenant. Should Tenant vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Lease and, in addition to any other rights which Landlord may have, Landlord may at once remove any personal property belonging to Tenant which remains on the Premises and store the same, the cost of such removal and storage to be charged to the account of Tenant or Landlord may sell, make use of, or otherwise dispose of such personal property without liability therefore.

19. Conveyance of Landlord's Interest

- 19.1. If during the Term of this Lease, Landlord, or its successors or assigns, conveys its interest in the Premises, then from and after the effective date of the conveyance of Landlord's interest, Landlord, or its successors or assigns, shall be released and discharged from any and all obligations under this Lease except those already accrued.

20. Maintenance/Repairs

- 20.1. General. Tenant shall, at its sole cost and expense, maintain and repair or replace the interior and exterior of the Premises and appurtenances and every part thereof, including vestibules, any store front including bulkheads, and all fixtures, equipment and furnishings therein or belonging thereto and keep them in clean, good, and sanitary order, condition and repair, hereby waiving all right to make repairs or

replacements at the expense of Landlord. Landlord shall perform maintenance and repairs, not caused by Tenant and/or Tenant's employees or agents, to the structural elements of the Building, including the foundation, exterior structural walls (except storefront glass and as otherwise stated herein) and roof (excluding roof membrane), and any areas which are costs reimbursable as Common Area costs. Tenant shall be responsible for any and all damage done to the Premises as a result of any forced entry or attempted forced entry, which shall include any damage due to penetration of the roof membrane without employing Landlord's roofing contractor or a contractor approved by the Landlord for such work. Tenant shall keep its sewers and drains open and clear and will keep the sidewalk adjacent to the Premises clean and clear of ice and snow. Tenant shall maintain that portion of the shared driveway, parking lot, sidewalks and exterior landscaping within the Tenant's leased Premises in an attractive, accessible condition. Tenant agrees that it will paint, varnish, wallpaper, or otherwise redecorate or renovate the interior of the Premises and Tenant's trade fixtures when needed. Tenant shall replace at its expense any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall be responsible for the maintenance, repair or replacement of the plate glass on the Premises. Tenant accepts the Premises in as is condition. Tenant agrees to dispose of any personal property left in the Premises upon Tenant's occupancy unless otherwise agreed upon by the Landlord. Tenant agrees on the last day of said Term, or sooner termination of this Lease, to surrender unto Landlord said Premises with said appurtenances in the good, clean condition and repair, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted, and to remove all of Tenant's signs and trade fixtures from said Premises, repairing any damage caused thereby.

20.1.1. Tenant also agrees to remove snow and de-ice all sidewalks immediately adjacent to the demised Premises within 24 hours of a storm and in full compliance with any requirements from the City of Potlatch.

20.2. HVAC. Tenant shall be responsible for the regular maintenance and repair, if necessary, of any HVAC units for the Premises. Landlord shall replace the unit if it is at the end of its useful life during the term of the Lease so long as said replacement is not necessitated due to the Tenant's failure to maintain and repair as set forth herein. Tenant shall provide Landlord with proof of annual maintenance within ten (10) days from request by Landlord.

21. Tenant's Compliance with Laws

21.1. Tenant, at its own cost and expense, shall comply promptly with all laws, rules, and orders of all Federal, state county and municipal governments, or departments, which may be applicable to the use of the Premises, and shall likewise promptly comply with the requirements of any board of fire underwriters or Landlord's insurance carrier concerning the use of the Premises.

22. Hazardous Materials

22.1. Tenant shall not cause or permit any Hazardous Material (as herein defined) to be brought upon, kept, or used in or about the Premises, whether by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. For the purpose of this Lease, "Hazardous Material" shall include oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated, or polluting materials, substances, or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" as such terms are defined in the Federal Resource Conservation and Recovery Act of 1976, Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, Federal Clean Air Act (1986), Federal Water Pollution Control Act, Federal Clean Water Act of 1977, Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, Federal Toxic Substances Control Act (1986), Federal Safe Drinking Water Act and in any other law, ordinance, rule, regulation or order promulgated by the federal or state government, or any governmental entity having jurisdiction over the Property or the parties to this Lease. If Tenant breaches the obligations set forth in this Section, or if the presence of Hazardous Material in the Premises or at the Property was caused or permitted by Tenant (whether or not Landlord has given its consent to the presence of Hazardous Material in the Premises) results in contamination of the Premises or any other part of the Property, or if contamination of the Property otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend, protect, save, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or useable space or floor area in or of any amenity of the Property, damages arising from any adverse impact on leasing space in the Property, sums paid in settlement of claims, and any attorneys' fees, consultant fees and expert fees which arise during or after the Term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant shall survive expiration or termination of this Lease and includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials being present in, on, or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material caused or permitted by Tenant, its agents, employees, contractors, or invitees, results in contamination of the Property, Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effects on the Property. Tenant shall promptly notify Landlord of any such contamination.

23. Building Signage

- 23.1. Tenant may place, at its sole cost, expense, and responsibility, temporary signage during Tenant's operating hours. Such signage must (a) comply with sections 7, 14, 16, and 17 of this lease; and (b) must conform with any and all local ordinances, regulations, or laws pertinent thereto and be subject to all local governmental entities; and (c) shall be approved by Landlord prior to their erection, which approval shall not be unreasonably withheld, delayed or conditioned.
- 23.2. Tenant shall not be allowed to place building signage without advance written permission from the Landlord.

24. Utilities and Amenities

- 24.1. Supplied Utilities. The following public utilities shall be included in the base rate of the Lease: **NONE**. Landlord shall have sole discretion in selection of supplied utility service provider and the package of the utility, (package shall include details such as, as applicable, size, speed, frequency of delivery, etc).
- 24.2. Tenant's Utility Services. Tenant shall pay for all public and other utilities and related services rendered or furnished to the Premises.
- Direct Utilities shall be any services provided directly to the Premises, including, without limitation, Trash Service (if provided), Internet (if provided), Water and Sewer base fees, electric/gas, etc. Where possible, Tenant shall establish accounts with utility providers and pay them directly. If direct payment is not possible, Direct Utilities shall be billed back to the Tenant each month.
- Building-Wide Utilities shall be any utilities provided to the building as a whole, which utilities are supplied to the Premises, including, without limitation, water usage, any building-wide trash (if provided), etc. These shall be billed back to Tenant at a ratio of 525/17545 of the total bill.
- Tenant shall not allow refuse, garbage, or trash to accumulate inside or outside of the Premises.
- 24.3. Additional Utilities. Landlord may offer various additional utilities or amenities either as ongoing improvements or as add-on services. If Tenant elects to participate in any add-on services, the cost shall be considered Additional Rent. Any add-on services and the fees associated shall be detailed in their various addenda.
- 24.4. Landlord's Responsibilities. Landlord shall not be liable for damages, consequential or otherwise, arising out of any interruption whatsoever in utility or amenity services which are due to fire, accident, strike, acts of God, or other causes beyond the complete control of Landlord or for any interruptions in such service which are necessary to the making of alterations, repairs, or improvements as authorized above. Nor shall Landlord be liable for increased maintenance or repairs caused by acts of Tenant including usage not anticipated at the beginning of the Lease.

25. Landlord's Right of Entry:

- 25.1. Tenant shall permit Landlord and its agents to enter the Premises at all reasonable, and, where possible, Landlord shall provide twenty-four (24) hour prior notice (except in the case of a bona fide emergency, in which event, no prior written notice shall be

required, but prior verbal notice shall be attempted), for any of the following purposes: to inspect the same; to make such repairs to the Premises as Landlord is obligated or may elect to make; to maintain, make repairs, alterations or additions to any portion of the Building; to post notices of non-responsibility for alterations, additions or repairs; to install, use and maintain pipes, ducts, conduits, wires and appurtenant meters and equipment for service to areas outside the Premises; and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises whether located within or without the Premises. Landlord shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises where Landlord's work is by reason of any act or omission by Tenant.

26. Damage or Destruction of Property or Premises

26.1. Insured or Minor Damage. Subject to the provisions of Section 26.2, if at any time during the Lease Term the Premises are destroyed or damaged and either (a) it is not Substantial Damage (as defined in Section 26.4) or (b) such damage is covered by insurance proceeds received by Landlord, then Landlord shall promptly repair such damage at Landlord's expense and this Lease shall continue in full force and effect; provided, however, that Landlord may cancel and terminate this Lease effective as of the date on which a mortgagee of the Premises elects to apply insurance proceeds resulting from the occurrence to the reduction of their loan balance, by giving Tenant written notice within thirty (30) days of such mortgagee's election. Landlord shall be under no obligation to repair or replace Tenant's leasehold improvements, which shall be Tenant's obligation to insure, and repair or replace, if applicable.

26.2. Damage to the Property. If at any time during the Lease Term the Property shall suffer Substantial Damage (as defined in Section 26.4) by fire or any other cause notwithstanding that the Premises may be unaffected thereby, Landlord may, at its option, cancel and terminate this Lease by giving written notice of its election to do so within ninety (90) days from the date of the occurrence of such damage or destruction in which event the Lease Term shall expire thirty (30) days after Tenant's receipt of such notice and Tenant shall thereupon surrender the Premises to Landlord.

26.3. Abatement of Rent

26.3.1. If the Premises are damaged and Landlord repairs or restores them pursuant to the provisions of this Section 26, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management; and the Base Rent payable hereunder for the period during which such damage, repair or restoration continues (or during the period when Tenant cannot conduct its business in the Premises, whichever is longer) shall be abated in proportion to the degree to which the Premises are rendered untenable. The provisions hereof shall not be effective to prevent full payment of the Base Rent pursuant to the rent loss endorsements, if any, in effect with respect to the insurance policies. There shall be no abatement of any item of Additional Rent; provided, however, Tenant shall not have to pay such

amounts to the extent of the receipt by Landlord of rent loss insurance proceeds which cover Common Area Expenses and other items of Additional Rent due from Tenant hereunder. Tenant shall have no claim against Landlord for any damages suffered by Tenant by reason of any such damage, destruction, repair or restoration.

26.3.2. If Landlord shall be obligated to repair or restore the Premises under the provisions of this Section 26 and Landlord has not commenced such repair or replacement or restoration within ninety (90) days after such obligations shall accrue (which shall be deemed to be the date on which the insurance carrier acknowledges liability and fixes the amount payable to Landlord), Tenant may, at its option, cancel and terminate this Lease by giving Landlord written notice of its election to do so at any time prior to the commencement of such repair or restoration and such terminations shall be effective thirty (30) days after Landlord's receipt of said notice and Tenant vacating the Premises.

26.4. Definitions. For the purpose of this Section 26, "Substantial Damage" shall be deemed to be and shall be defined as the damage of which the estimated cost of repair exceeds twenty five percent (25%) of the then estimated replacement cost of the improvements. The determination in good faith by Landlord of the estimated cost of repair of any damage and/or of the estimated replacement cost of any improvements shall be conclusive for the purposes of this Section 26.

27. Assignment, Subletting

27.1. Consent of Landlord. Tenant shall not assign this Lease or any interest therein, nor lease or sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, without the prior written consent of Landlord. Consent to one assignment, subletting, occupancy, or use, shall not be construed as consent to any subsequent assignment, subletting, occupancy or use. Notwithstanding any assignment of this Lease, Tenant shall not be released from liability hereunder. Any such assignment, subletting, occupancy, or use, without prior written consent of Landlord, shall at the option of Landlord terminate this Lease and any such purported assignment, sublease, occupancy or use shall be null and void. Any request of Landlord to permit the assignment or subletting of this Lease shall be accompanied by Tenant's check in the amount of Five Hundred Dollars (\$500) which shall be retained by Landlord in the event that such assignment or subletting is permitted, or returned to Tenant in the event such is denied.

27.2. Change in Voting Control. If at any time during the Term of this Lease any part or all of the ownership interest of Tenant (if a corporation, limited liability company or other business entity) shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person or persons owning a majority of said interest on the Effective Date of this Lease, Tenant shall promptly notify Landlord in writing of such change.

27.3. Additional Rent. Unless otherwise agreed by the Landlord, any rent above Base Rent, received by Tenant from a sub-tenant or assignee shall be paid to Landlord as Additional Rent.

28. Default

28.1. Events of Default. In addition to defaults specified in any other term or condition of this Lease, the occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

- 28.1.1. Tenant's failure to pay when due Rent or any other charge required to be paid by Tenant under this Lease which remains unpaid for five (5) days after the same is due and payable by Tenant to Landlord hereunder; and/or
- 28.1.2. Tenant's failure to observe or perform any other provision, covenant, condition or obligations of this Lease to be observed or performed by Tenant if such failure continues for ten (10) days after written notice of such default from Landlord to Tenant, provided, however, that if the nature of the default is such that it cannot reasonably be cured within a ten (10) day period, then Tenant shall not be deemed to be in default if it commences to cure the default within such ten (10) day period and thereafter diligently pursues such cure to completion within thirty (30) days of Tenant's receipt of written notice of such default, and/or
- 28.1.3. Tenant, or any guarantor of this Lease, is placed involuntarily into bankruptcy; and/or
- 28.1.4. Tenant, or any guarantor of this Lease, files any bankruptcy proceeding or takes action or has action taken against it for the appointment of a receiver for all or a portion of its assets, or makes an assignment for the benefit of creditors.
- 28.1.5. Tenant vacates, abandons (or is dispossessed by process of law or otherwise), or ceases business operations within the Premises.
- 28.1.6. Tenant or any agent of Tenant falsifies any report required to be furnished to Landlord hereunder.

28.2. Landlord's Remedies. In the event of any default of Tenant hereunder, Landlord shall be entitled, at its election, to exercise concurrently or successively, any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available in law or equity under the laws of the United States or the State in which the Property is located:

- 28.2.1. Bring suit for the collection of Rent and/or other amounts for which Tenant may be in default, or for the performance of any other covenant or agreement devolving upon Tenant, all without entering into possession or terminating this Lease.
- 28.2.2. Reenter the Premises and take possession of the Premises, without terminating this Lease, and thereupon Landlord may expel all persons and remove all property from the Premises, without becoming liable to prosecution for such expulsion and/or removal, and relet the Premises and receive the rent therefrom, applying the same first to the payment of the reasonable expenses of such reentry and the reasonable cost of such reletting, and then to the payment of the

Rent due and accruing hereunder, the balance, if any, to be retained by Landlord. Tenant shall remain liable for any deficiency after such application. Landlord shall use its reasonable efforts to relet the Premises and mitigate Tenant's damages hereunder. The commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or any reentry, shall not be construed as an election to terminate this Lease unless Landlord shall, in writing, expressly exercise its election to declare the Term hereunder ended and to terminate this Lease. Unless this Lease be expressly terminated, such reentry or entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the Term of this Lease.

28.2.3. Terminate this Lease, reenter the Premises and take possession of the Premises. In the event Landlord shall elect to terminate this Lease, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Landlord shall have and retain full right to sue for and collect all Rent and other amounts for the payment of which Tenant shall then be in default, and all damages to Landlord by reason of any such breach, and Tenant shall immediately surrender and deliver up the Premises to Landlord. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Landlord's obtaining possession of the Premises by reason of the breach or violation by Tenant of any of the covenants and conditions contained in this Lease

28.3. Tenant's Fixtures and Equipment. In the event of monetary default, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property, shall remain in the Premises and in such event, and continuing during the length of said default, Landlord shall have the right to take the exclusive possession of same and to dispose of same, without prosecution, and apply the proceeds of same to any sum due by Tenant until the default is cured or, at its option, at any time during the Term of this Lease, to require Tenant to forthwith remove same.

28.4. Remedies Cumulative. All remedies of Landlord pursuant to this Section 28 or otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem necessary.

29. Attorney's Fees

29.1. If Landlord is made a party to any legal action commenced by or against Tenant, Tenant shall pay all costs, expenses and attorney's fees incurred by Landlord in connection with such action except in the event that Landlord is determined in such action to have committed a breach of this Lease and is liable therefor. In the event of

an action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by such successful party. If such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as part of such judgment.

29.2. In addition to the fees above, Tenant shall pay to Landlord a fee of \$200.00 for each Notice of Default Landlord serves Tenant for Tenant's default under the terms of this Lease. Said fee shall cover the costs to Tenant of preparing the default and any attorney fees arising from consultation and/or preparation of the Notice of Default; provided, however, if an attorney prepares the Notice of Default, then said costs shall be the cost billed by the attorney to Landlord.

30. Notices

30.1. All notices to be given to the parties shall be given in writing, either (i) personally, (ii) by depositing the same in the United States mail, as certified mail, postage prepaid, or (iii) sent by air courier, or overnight delivery service providing receipted delivery, and addressed to the respective parties at the addresses listed below. The parties may change the addresses to which notices shall be sent by notifying the other party in writing.

Landlord

Dominion Capital LLC or Rogue River
LLC
317 West 6th St, Suite 201
Moscow, ID 83843
Phone: 208.301.4029
Email: rdolpsjr@gmail.com

Tenant

Dannett Howard

1089 Guernsey cut off
Princeton, ID 8357
Phone: 208.669.0116
Email: danijodot@icloud.com

With copy to

Susan R. Wilson, Attorney at Law, PLLC
208 S Main St, Suite 2
Moscow ID 83843
Phone: 208.882.8060
Fax: 886.221.9397

31. Waiver

31.1. Waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition

herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such sum.

32. Condemnation

- 32.1. Entire or Substantial Taking. If the entire Premises, or a material and substantial portion thereof (defined as so much of the Premises thereof as to prevent the conduct of Tenant's business, or the time needed to complete the construction work needed to put the Premises or such remainder in condition for use and occupancy is estimated to exceed six (6) months), shall be taken under the power of eminent domain, notwithstanding restoration by Landlord as hereinafter provided, this Lease shall at the option of Landlord, and/or Tenant as provided specifically herein below, terminate as of the date on which the condemning authority takes title or possession, whichever first occurs.
- 32.2. Partial Taking. In the event of any taking of a portion of the Premises which does not result in termination under Section 32.1, the Base Rent payable hereunder shall be reduced, on an equitable basis as determined by landlord, taking into account the relative area and/or value of the portion taken as compared to the remaining portion. Landlord shall promptly, at its expense not to exceed the amount of the award received by Landlord, but first subject to any requirements as to the disposition of the proceeds that may be imposed by any firm or organization which is the beneficiary under a deed of trust placed against the Building or Property, restore the portion of the Premises not so taken as to near its former condition as is reasonably possible and this Lease shall continue in full force and effect.
- 32.3. Awards. Any award for any taking of all or any part of the Premises shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee; provided that nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business, or for relocation costs or for the portion of Tenant's business, provided that Tenant agrees that it will not delay Landlord's receipt of its award hereunder through its negotiations with respect to its award, if any.
- 32.4. Sale Under Threat of Condemnation. A sale by Landlord of the Premises to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Section 32.
- 32.5. Tenant's Option. A taking which satisfies the terms and conditions of Section 32.1 shall confer upon Tenant the option, to be exercised only within thirty (30) days after Tenant shall have received notice of such taking, to terminate this Lease effective as of the date of such taking, upon written notice to Landlord. In the event of Tenant's

failure to timely exercise such option this Lease shall remain in full effect subject to Section 32.2 hereof.

- 32.6. Temporary Taking. In the event of any taking of the Premises or any part thereof from temporary use, this Lease, including Tenant's obligation to pay Rent, shall be and remain unaffected thereby.

33. Successors

- 33.1. All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this Section shall be deemed to permit any assignment, subletting, occupancy or use contrary to the remaining terms and provisions of this Lease.

34. Rules and Regulations

- 34.1. Tenant and Tenant's employees and invitees shall observe faithfully and comply with any reasonable rules and regulations governing the Property as may from time to time be issued by Landlord.

35. Unavoidable Delay

- 35.1. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, inability to obtain materials or labor, acts of God, unseasonable weather, governmental restrictions and/or regulations including government delays and appeals, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature without fault and beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In no event shall such delay constitute a termination or extension of this Lease. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent and other charges as due under the provisions hereof.

36. Guarantee of Lease:

- 36.1. This Lease, being made with a person, does not have a personal guarantee.

37. Miscellaneous

- 37.1. The captions, paragraph headings Summary Page, and exhibits in this Lease are for convenience only and shall not in any way limit or be used to construe or interpret the terms and provisions hereof.
- 37.2. Time is of the essence of this Lease and of all provisions hereof, except in respect to the delivery of possession of the Premises.
- 37.3. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in any gender include all genders. If there be more than one

Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several.

- 37.4. This Lease shall be construed and enforced in accordance with the laws of the State where the Premises are located.
- 37.5. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy.
- 37.6. This Lease and the Exhibit, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, whether oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.
- 37.7. Landlord is not, in any way or for any purpose, a partner of Tenant in the conduct of its business or otherwise, or joint venturer, or a member of a joint enterprise with Tenant.
- 37.8. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or similar encumbrance made by the Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.
- 37.9. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 37.10. Tenant shall not record this Lease without the written consent of Landlord.
- 37.11. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or in the Building.
- 37.12. At any time during the Lease, Landlord may post in the windows of the Premises, or anywhere outside the Building, signs of moderate size notifying the public that the Premises are "for sale" so long as it is clear that it is the real property for sale and not the Tenant's business. During the period of ninety (90) days prior to the date above fixed for the termination of the Lease, Landlord may post in the windows of the Premises signs of moderate size notifying the public that the Premises are "for lease."
- 37.13. This lease shall be governed by the laws of the State of Idaho with venue in Latah County.
- 37.14. Days in this Lease are defined as calendar days.

EFFECTIVE as provided herein.

Tenant Signatures

Dannett Howard

Dannett Howard

Signature

✓ Sign ID: c6eb5f

Print name Agent

Date: 09/01/2026

Landlord Signatures

Dominion Capital LLC

[Signature]

Signature

✓ Sign ID: 0c521811

Print name Agent

Date: 09/01/2026

Rogue River LLC

Jesse Landis

Signature

✓ Sign ID: e938d516

Print name Agent

Date: 09/01/2026

Potlatch Mercantile Lease Agreement

317 West 6th St | Suite 201 | Moscow, ID 83843 | 208.301.4029

Commercial Lease Agreement – Exhibit A: Payment Instructions

Recitals

WHEREAS, a certain Lease Agreement of even date herewith has been, or will be, executed by and between:

1. **DOMINION CAPITAL LLC** and **ROGUE RIVER LLC**, both Idaho limited liability companies, Owner(s) for the leased premises described below, ("Landlord") and
2. **Dannett Howard**, an Idaho Person, whose principal address is 1089 Guernsey cut off, Potlatch ,ID 83855, ("Tenant").

covering certain premises in the County of Latah, State of Idaho as further set forth therein ("Lease");

Now Therefore

Landlord Instructs Tenant to make all payments due under this lease to BlueBird West LLC as Landlord's Agent for the purposes of receiving Rent. Landlord reserves the right to modify this payment instruction at any time. BlueBird West LLC shall have the right to accept payment in the methods acceptable to BlueBird West LLC and may, at BlueBird West LLC's sole discretion, charge a convenience fee for electronic payments or any non-standard methods of payment.

Make checks out to:

BlueBird West LLC
317 West 6th St, Suite 201
Moscow, ID 83843
office@bluebirdwest.com | 208.301.7129

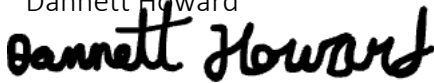
Or pay via BlueBird West LLC's online portal according to the portal's terms.

BlueBird West LLC does not accept payment in cash.

By signing below Tenant acknowledges receipt of this payment instruction:

Tenant Signatures

Dannett Howard



Signature

✓ Sign ID: c6ebeb5f

Print name Agent

Date: 09/01/2026

Potlatch Mercantile Lease Agreement

317 West 6th St | Suite 201 | Moscow, ID 83843 | 208.301.4029

Commercial Lease Agreement – Exhibit B: Tenant / Landlord Work

Tenant's and Landlord's Work

WHEREAS, a certain Lease Agreement of even date herewith has been, or will be, executed by and between:

3. **DOMINION CAPITAL LLC** and **ROGUE RIVER LLC**, both Idaho limited liability companies, Owner(s) for the leased premises described below, ("Landlord") and
4. **Dannett Howard**, an Idaho Person, whose principal address is 1089 Guernsey cut off, Potlatch ,ID 83855, ("Tenant").

covering certain premises in the County of Latah, State of Idaho as further set forth therein ("Lease"); and

Recitals

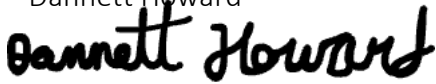
Landlord and Tenant agree that each party shall perform the work listed herein under the terms of the Lease.

Agreement

There is no Tenant's Work and there is no Landlord's Work.

Tenant Signatures

Dannett Howard



Signature

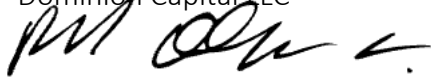
Sign ID: c6eb5f

Print name Agent

Date: 09/01/2026

Landlord Signatures

Dominion Capital LLC



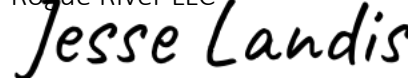
Signature

Sign ID: 0c521811

Print name Agent

Date: 09/01/2026

Rogue River LLC



Signature

Sign ID: e938d516

Print name Agent

Date: 09/01/2026