

Date: 3/28/2024. THIS LEASE (the "Lease") is made between Loenbro Industrial Construction, LLC, of 1095 Cedar Ridge Road, Kendrick, ID 83537, ("Tenant") and 424 S. Main Street Troy LLC.

Landlord and Tenant agree as follows:

## 1. PREMISES

1.1 Description of Premises: 424 S. Main Street, Troy ID 83871, Approximately 2150 ft<sup>2</sup> accessed from E. Fifth St. Troy.

1.2 Condition of Premises: Having inspected the Premises, Tenant accepts the Premises in 'as-is' condition. The taking of possession of the Premises by Tenant shall be conclusive evidence against Tenant that the Premises are in an acceptable condition subject to Landlord's obligations set forth in Paragraph 7 below. It is understood that the Tenant intends to use the premises as a venue for events, performances, and other activities consistent with the Tenant's organization, and as such Tenant may undertake improvements subject to the approval of Landlord, which approval shall not be unreasonably withheld.

## 2. TERM

2.1 Term: 24 months. The term of this Lease shall commence on April 1, 2024 and shall expire March 31, 2026 ("Term") unless sooner terminated on the terms and conditions of this Lease.

2.2 Holding Over: Any holding over by Tenant beyond the Term of this Lease coupled with any acceptance of Base Rent and Additional Rent by Landlord beyond the Term of this Lease shall be deemed to have established a month-to-month tenancy as between Landlord and Tenant.

## 3. RENT

3.1 Base Rent: \$3000/month. Rent will be paid in advance on the first day of the month with standard late charges applicable. Payments will be made to 424 S. Main Street Troy LLC at 1177 Cornwall Road, Troy ID 83871. The Base Rent shall be offset by Landlord's share of Tenant Improvements as set forth in Paragraph 8.1 below, where the Tenant and Landlord have agreed in advance to the alternations and the budget to complete them.

3.2 The Landlord will be responsible for all taxes, insurance, utilities, garbage, and repairs (related to normal building wear and tear).

3.3 Late Charge: The Base Rent must be received by the Landlord on or before the first day of each and every month, regardless of whether the first day falls on a weekend or holiday. If Tenant fails to pay Base Rent, Additional Rent or any other sums due under this Lease, or if Tenant makes only a partial payment of said Base Rent, Additional Rent or other sums, by the 5th day of the month said payment is due a late charge of Five Percent (5%) of the payment due, which shall automatically be assessed. Said late charges shall be assessed as Additional Rent, wherein failure to pay said late charges when due shall be treated as a failure to pay rent.

3.4 Payments: Any additional payments shall also be considered Additional Rent and nonpayment of these items shall be treated in the same manner as nonpayment of Rent.

3.5 Place of Payment: All payments due from Tenant to Landlord under this Lease shall be paid to Landlord via direct deposit at the Landlord's financial institution, which shall be provided to Tenant, or if direct deposit is unavailable, then Tenant shall pay rent to Landlord care. Payments will be made to 424 S. Main Street Troy LLC at 1177 Cornwall Road, Troy ID 83871, or to such other agent or person as Landlord may from time to time designate in writing.

3.6.

3.7 Duty to Clean: Upon termination of this lease, Tenant shall clean and restore the premises to the condition existing at the commencement of this lease agreement (normal wear and tear excepted) with exception of the Tenant Improvements which shall become the property of the Landlord unless otherwise agreed in writing by the parties. Tenant agrees that soilage is not normal wear and tear.

#### 4. USE OF PREMISES

4.1 Use: Tenant will have access to the building by right 24/7.

4.2 No Hazardous Substances: Tenant shall not cause or permit to occur: a) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Premises, or the transportation to or from the Premises of any Hazardous Substance.

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

- a) At Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws");
- b) At Tenant's own expenses, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under the Laws;
- c) Should any governmental authorities or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such clean-up plans;

- d) Promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents the Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, the Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section.
- e) Indemnify, defend, and hold harmless Landlord, its officers, members, directors, beneficiaries, shareholders, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultant's fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arise at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all governmental authorities under the Laws and all other applicable laws.

Landlord shall be liable for any and all testing and/or cleanup costs and any and all other charges and/or penalties (civil and criminal) imposed by any governmental authority with respect to Landlord's use, disposal, transportation, generation and/or sale of Hazardous Materials on or about the Premises and any Hazardous Materials present on the Premises prior to the Commencement Date and shall indemnify, defend and save Tenant harmless from any and all said costs, charges and penalties. Landlord's and Tenant's obligations and/or liabilities under this Section shall survive termination of this Lease.

4.3 Prohibitions: Without written permission from Landlord, none of the following activities shall be conducted in the Premises, nor shall Tenant, without Landlord's written permission, (1) permit any auction, fire, closing-out or bankruptcy sales in or about the Premises; (2) obstruct the sidewalks or use them for business or display purposes without obtaining proper authorization; (3) abuse walls, ceilings, partitions, floors, wood, stone or iron work; or (4) make or permit any noise or odor objectionable to the public, or to Landlord to emit from the Premises.

4.4 Compliance: Nothing herein contained shall empower Tenant to do any act which can, may or shall cloud or encumber Landlord's title. This Lease does not grant any right to light or air over property. Tenant shall comply with all requirements for state, municipal and other governmental inspections, licenses and permits, and shall pay promptly all proper fees and charges in connection therewith; failing which Landlord may, but need not, pay any and all such fees and charges for the account of Tenant. Such payment shall be repaid by Tenant to Landlord on demand.

4.5 Signs, Awnings and Canopies: Tenant will not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written consent, which written consent shall

not be unreasonably withheld. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant is responsible for the cost of any related maintenance, repairs, installation, replacement and/or construction of any signs, awnings and canopies. These shall be a material term of this Agreement.

## 5. UTILITIES AND SERVICES

5.1 Provision of Services: Upon the Commencement Date, Landlord represents and warrants that the Premises shall be equipped with HVAC system, electrical service, plumbing system, water service, all of which shall be fully paid and non-assessable, functional, operable, in good order and repair. Any equipment, systems and services not part of the Premises at the commencement of this Lease, may be installed for Tenant's uses and shall be maintained as provided under the terms and provisions of Section 6 below. Regardless of the provision of these services, Tenant shall be responsible for the expenses to use and maintain said services unless specifically agreed otherwise under this Lease.

5.2 Failure of Services: Landlord shall not be liable for failure to furnish the above utilities or services to the Premises when the failure results from causes beyond Landlord's reasonable control. In the case of any such failure, Landlord shall take all steps to restore the interrupted utilities or services as soon as practicable.

## 6. MAINTENANCE AND REPAIRS

6.1 Landlord's Obligations: Except as may be caused by Tenant's intentional acts or negligence, Landlord shall maintain and repair in good condition the:

(a) Structural parts of the Premises, including without limitation the floors, walls, and fixtures.

(b) Structural components of parking area of the Premises.

(c) HVAC system, electrical service, and plumbing system.

(d) Any repair in excess of \$1,500.00, unless damage caused by Tenant.

6.2 Tenant's Obligations: Tenant shall maintain and repair in good condition and free from obstruction the:

(a) All of Tenant's signs, awnings, canopies, locks and closing devices; (d) Any appurtenances to the Premises; and

(b) All such items of repair, replacement, maintenance and improvement or reconstruction which is necessitated by Tenant's use of the Premises or by actions of the Tenant and/or Tenant's guests, representatives, agents, and invitees and which, provided Tenant's reasonable use of the Premises, is not otherwise specific obligations of the Landlord as set forth above; and

(c) All such items of repair, replacement, maintenance and improvement or reconstruction which are not otherwise specific obligations of the Landlord as set forth above.

6.3 Notice of Repair: Anything to the contrary notwithstanding contained in this lease, it is specifically understood and agreed that the Landlord shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required unless the Tenant has previously notified the Landlord, in writing, of the need for such repairs and the

Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

6.4 Landlord Not Liable for Premises: It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment located within or affixed to the Premises and exclusively serving the Premises except as this Lease expressly provides.

6.5 Refusal To Repair: If Landlord or Tenant refuses or neglects to maintain, repair or replace as required hereunder within a reasonable time after written demand by the other party, the party making any such demand may make such repairs or replacement without liability to the other for any loss or damage that may accrue to the other party's merchandise, fixtures, or other property or business by reason thereof, and upon completion thereof, the other party shall pay the demanding party's cost for making such repairs plus Ten Percent (10%) for overhead, within ten (10) days after the demanding party renders a statement therefore to the other party. Said charges as against the Tenant shall be considered Additional Rent.

6.6 Surrender: Upon any surrender of the Premises, the Tenant shall redeliver the Premises to the Landlord in good order, condition and state of repair, ordinary wear and tear excepted, and excepting loss or damage by fire, damage by any of the perils enumerated in the standard extended coverage endorsement, war, or such items of repair which Landlord is required to perform hereunder.

## 7. COVENANTS

7.1 Quiet Enjoyment: Landlord warrants and covenants that Tenant, in discharging all of its obligations hereunder, shall and may peaceably and quietly hold and enjoy the Premises.

7.2 Non-disturbance:

Tenant's rights under this Lease shall not be disturbed by the holder of any mortgage lien or other encumbrance heretofore or hereafter placed by Landlord or its successors upon the Premises, the Entire Premises, or any part thereof unless Tenant shall breach any of the provisions hereof and this Lease or Tenant's rights to possession hereunder shall have been terminated in accordance with the provisions of this Lease.

7.3 Tenant Subordination: Upon request by the Landlord, Tenant shall execute and deliver to Landlord an agreement subordinating this Lease to the lien or liens of any such mortgage or leasehold encumbrance as shall be requested by the Landlord, provided, however, that such subordination shall not affect Tenant's right to the use and possession of the Premises under this Lease so long as Tenant is not in default under the provisions of this Lease.

7.4 No Landlord Liability: Landlord is not and never shall be liable to any creditor of Tenant or to any claimant against the estate or property of Tenant for any debt, loss, contract or other obligation of Tenant. The relationship between Landlord and Tenant is solely of Landlord and Tenant, and is not and never shall be deemed a partnership or joint venture.

## 8. TENANT IMPROVEMENTS/ALTERATIONS AND FIXTURES

8.1 Tenant Improvements: Tenant shall be responsible for all Tenant Improvements

and all improvements needed to the Premises to accommodate Tenant's use. All of said Tenant

Improvements and any other improvements of any kind must be approved by Landlord and shall be at the sole cost and expense of the Tenant. Tenant Improvements shall be made under the same terms and conditions as Alterations set forth in Paragraph 8.2 below.

8.2 Alterations. In addition to those improvements to be undertaken by Tenant as Tenant Improvements, Landlord agrees that Tenant may, at its own expense and after giving Landlord notice in writing of its intention to do so, from time to time during the Lease Term, make alterations, additions and changes (collectively, "Alterations") in and to the interior of the Premises, except those of a structural nature, as it may find necessary or convenient for its purposes, provided that the value of the Premises is not thereby diminished, and provided, however, that no Alterations costing in excess of One Thousand Five Hundred Dollars (\$1,500.00) may be made without first procuring the approval in writing of Landlord which approval shall not be unreasonably withheld. In addition, no Alterations shall be made to any store front, the exterior walls or roof of the Premises, nor shall Tenant modify in any way the awning unless and until the written consent and approval of Landlord shall first have been obtained. All Alterations shall conform to and be constructed in accordance with the terms and provisions of the ordinances of the City of Troy. In no event shall Tenant make or cause to be made any penetration through the roof of the premises without the prior written approval of Landlord. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article. All Alterations to be made to the Premises which require the approval of Landlord shall be under the supervision of a competent architect or competent licensed structural engineer and made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work, where such approval is required pursuant to the provisions of this Article. All work with respect to any Tenant Improvements or Alterations must be done in a good and workmanlike manner, in compliance with all local, state and federal regulations, and diligently prosecuted to completion to the end that the premises shall at all times be a complete unit except during the period of work. Upon termination of Tenant's lease-hold estate such Alterations shall be considered as improvements and shall not be removed by Tenant but shall become part of the Premises. Any such Tenant Improvements or Alterations shall be performed and done strictly in accordance with all laws and ordinances relating thereto.

## 9. INDEMNIFICATION

Tenant shall defend, indemnify, and hold harmless Landlord from all claims arising out of any injury to person or damage to property resulting from any default by Tenant under this Lease, or from the negligence or willful misconduct of Tenant or any agent or employee of Tenant. Landlord shall defend, indemnify, and hold harmless Tenant from all claims arising out of any injury to person or damage to property resulting from any default by Landlord under this Lease, or from the negligence or willful misconduct of Landlord or any agent or employee of Landlord.

## 10. DAMAGE OR DESTRUCTION

10.1 Generally: Except for Landlord's duties and/or obligations under the terms and provisions of Section 6, Landlord shall not be liable to Tenant or to any other person whatsoever for any damage occasioned by plumbing, gas, water, steam, sprinkler or sewage system or water being upon or coming through the roof, skylight, vent, trapdoor, or otherwise, or for any damage arising from any act or neglect of other Tenants or occupants of the Building or of adjacent property, or the public, nor shall Landlord be liable in damages or otherwise for any failure to furnish, or interruption of service of any water, sump pump, generator, gas, electricity, heated water, steam and/or chilled water, caused by fire, accident, riot, strike, labor dispute, acts of God or the making of any repairs or improvements or other causes beyond the control of the Landlord.

10.2 Restoration by Landlord: In case the Premises shall be damaged or destroyed by fire or other casualty insurable under standard extended coverage insurance, the same shall be rebuilt or repaired within a reasonable time at the expense of Landlord unless Landlord shall elect not to repair and rebuild as hereinafter provided.

If more than Fifty Percent (50%) of the building in which the Premises are located shall be destroyed or so damaged by fire, or other casualty insurable under standard extended coverage insurance, or in the event the Premises shall be damaged to any extent or destroyed by a cause or casualty other than those covered by fire and extended coverage insurance, or if during the last five (5) years of the terms of this lease more than Twenty-Five Percent (25%) of all of the improvements in the Building are damaged or destroyed by any cause, then in such event, Landlord may elect either to rebuild and put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or to give notice in writing terminating this Lease as of a date not later than Ninety (90) days after such destruction or damage. If Landlord elects to repair or rebuild said building, it shall, within, Ninety (90) days after such injury, give the Tenant notice of its intention to repair and then proceed with reasonable speed to make such repairs.

10.3 Abatement of Rent and Extension of Term: All Base Rent, Additional Rent and other payments under this Lease shall be entirely abated during any time when the Premises are completely unusable as a result of any casualty, and equitably adjusted during any time when the Premises are partly unusable. Tenant may extend the Term, by a period equal to the period that the Premises are unusable, if Tenant gives Landlord written notice of extension within thirty days of completion of restoration.

10.4 Termination or Damage: Unless Landlord elects to terminate this Lease, this Lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

10.5 Restoration Obligations: Landlord's obligations, should it elect to or be obligated to repair or rebuild, shall be limited to the Premises or building of which the Premises are apart as originally constructed, and Tenant shall forthwith replace or fully repair all exterior signs, trade Fixtures, equipment, display cases and other alterations, improvements and inventory at its expense.

## 11. EMINENT DOMAIN

If the whole of the Premises shall be taken by any public authority under the power of eminent domain, the Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date with an appropriate refund by Landlord of such rent as shall have been paid in advance for a period subsequent to the date of taking. If less than Twenty-Five Percent (25%) of the floor space of the Premises shall be so taken, the Term shall cease only on the parts so taken as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that day with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of taking and thereafter the Base Rent shall be equitably adjusted. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit. If more than Twenty-Five Percent (25%) of the floor space of the Premises shall be so taken, then the Term shall cease only on the part so taken from the day possession shall be taken by such public authority, and Tenant shall pay rent up to that day with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subject to the date of the taking and either party shall have the right to terminate this Lease upon notice in writing within Thirty (30) days after such taking of possession. In the event Tenant remains in possession, and Landlord does not so terminate, all of the terms herein provided shall continue in effect except that the rent shall be equitably abated, and Landlord shall make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premise a complete architectural unit.

All compensation awarded for a taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be property of the Landlord, whether such damages shall be awarded as compensation for the diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee of the leased premises, or otherwise, the Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation, provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of business or depreciation of and cost of removal of inventory and Fixtures.

## 12. ASSIGNMENT AND SUBLETTING

12.1 Except as otherwise, provided by this Lease, Tenant shall not 1) allow or permit any transfer of this Lease or any interest under it or any lien upon Tenant's interest by operation of law, or 2) assign or convey this Lease or any interest under it, or 3) sublet the Premises or any part thereof, or 4) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant without the written consent of the Landlord which consent the Landlord shall have an absolute right to withhold. Any attempted transfer, assignment, subletting, license or concession agreement, change of ownership, mortgage or hypothecation shall be void and confer no rights upon any third person.

12.2 Assignee Obligation. Any assignee will be required to assume all obligations of Tenant and shall be jointly and severally liable with Tenant for the payment of Base Rent, Additional Rent and all other charges and performance of all of Tenant's obligations under this Lease. Any sublessee will be required to assume all obligations of Tenant to the extent they relate to the subleased premises. Tenant shall provide

Landlord duplicate originals of all instruments of assignment, sublease or assumption. If the Transferee defaults, Landlord may, without affecting any other right of Landlord, proceed against Tenant or any Transferee or any other person liable for Tenant's obligations hereunder. Tenant shall provide the notice address for any subtenant or assignee to Landlord prior to the effective date of the Transfer and if it is not provided, the applicable notice address shall be deemed to be the Premises.

### 13. ATTORNMENT AND OFFSET

13.1 Attornment: In the event that during the term of this Lease or any renewal thereof the Landlord's interest, if requested by Landlord or any successor in interest of Landlord, the Tenant will attorn to the successor in interest of Landlord and Tenant will execute such instruments as may be reasonably necessary to evidence such attornment.

13.2 Offset Statement: Within Ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord, an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser or to Landlord certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant.

#### EXCUSABLE DELAY.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, sabotage, military, usurped power, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay equivalent to the period of such delay. Once the Premises have been delivered to the Tenant, however, the provisions of this section shall not operate to excuse Tenant from prompt payment of Base Rent, Additional Rent or any other payments required by the terms of this Lease.

### 14. LANDLORD'S RESERVATIONS. Landlord reserves the following rights:

(a) To inspect, or have an agent inspect, the Premises during construction of the Tenant Improvements as frequently as necessary at the discretion of the Landlord. In the event Landlord or Landlord's agent objects to any work being conducted on the Premises, Landlord shall provide written notice of said objection to Tenant and Tenant shall respond to that notice within three (3) days from receipt. Notice shall be deemed delivered if delivered personally to the Premises.

(b) To inspect, or have an agent inspect, the Premises at any reasonable time during the Term and extension Terms, if any, of the Lease and as frequently as necessary at the discretion of the Landlord. In the event Landlord or Landlord's agent raises any objections as a result of any inspection, Landlord shall provide written notice of said objection to Tenant and Tenant shall respond to that notice within three (3) days from receipt. Notice shall be deemed delivered if delivered personally to the Premises.

- (c) During any period after Tenant has vacated or abandoned Premises, to enter and decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy.
- (d) To put up For Rent signs at any time within 90 days from the expiration of the lease in the event Tenant has not exercised Tenant's option to extend. To put up For Sale signs in the event the Landlord elects to sell the Premises.
- (e) The exercise of any of these above-listed reserved rights by Landlord shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall never render Landlord liable in any manner to Tenant or to any other person, except that Landlord shall not materially or unreasonably disrupt the business of Tenant, except as expressly permitted by this Lease. A disruption of Tenant's business for a period in excess of 48 hours shall result in the abatement of rental, in addition to any other rights which Tenant may have as a result of unreasonable disruption.

## 15. DEFAULT

15.1 Right to Re-Enter: In the event of any failure of Tenant to pay any amount due hereunder within five (5) days after the same shall be due, whether written notice is required or not, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or any agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant shall become bankrupt or insolvent, or file any debtor proceeding or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall vacate or abandon the Premises, or suffer this Lease to be taken under any writ of execution, then Landlord besides other rights or remedies it may have, shall have the immediate right of re-entry.

## 16. TIME OF ESSENCE

Time is of the essence of each provision of this Lease.

### SUBORDINATION

This Lease shall be prior to any encumbrance recorded after the date of this Lease affecting the Premises. Tenant, however, agrees to subordinate this Lease if requested by Landlord, so long as such subordination does not affect Tenant's rights under this Lease.

### REAL ESTATEBROKERS

Each party represents that it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease. Each party shall hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person with whom the indemnifying party has purportedly dealt.

## 17. APPLICABLE LAW

17.1 Governing Law: This Lease shall be construed and interpreted in accordance with the laws of the State of Idaho.

17.2 Jurisdiction and Venue: In the event that any suit or action shall be brought in connection with any of the terms and conditions of this Lease, the Landlord and Tenant hereby agree that jurisdiction and venue of such suit or action shall properly lie in Latah County, Idaho.

#### 18. SEVERABILITY

18.1 Captions: The captions of this Lease shall have no effect on the interpretation of this Lease.

18.2 Severability: The unenforceability, invalidity, or illegality of any provision in this Lease shall not render the other provisions unenforceable, invalid, or illegal.

#### ATTORNEY'S FEES

If the Landlord incurs any attorney fees relative to the enforcement of this Lease due to Tenant's default, then Tenant shall pay Landlord said reasonable attorney fees, regardless of whether or not any legal action is commenced. If either party does commence an action against the other in connection with this Lease or the Premises, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

#### 19. EXHIBITS AND ENTIRETY OF LEASE

19.1 Exhibits: All exhibits to this Lease shall be deemed incorporated herein by the individual reference to each such exhibit, and shall be deemed a part of this Lease as though set forth in full in the body of the Lease.

See Exhibit A with list of Tenant Improvements the Tenant intends to take with Tenant upon termination of the Lease and vacation of the Premises.

19.2 Modification: This Lease contains all the agreements of the parties, and cannot be amended or modified except by a written instrument signed by the authorized representatives of both Landlord and Tenant.

IN WITNESS WHEREOF, the parties executed this Lease as of the day and year first set forth above.

Landlord: \_\_\_\_\_

424 S MAIN ST, TROY, ID, LLC,  
an Idaho limited liability company

Tenant: *Carl Henry Berglund, Jr.*

Carl Berglund

Area Manager Northwest

Loenbro Industrial Services