

BUILDING LEASE

THIS LEASE ("Lease" or "Agreement") is made this 3rd day of June, 2020, between the Eagle Urban Renewal Agency, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho ("Landlord"), and Dream Italy, LLC, a Washington limited liability company authorized to do business in the state of Idaho and controlled by the same members or managers as Marissa and Marina Imports, LLC. ("Tenant").

1. **Demise.** Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Section 2 ("Premises") for the use described in Section 5.

2. **Premises.** The Premises are located in the City of Eagle, County of Ada, State of Idaho and includes the structures and improvements located on the real property more particularly described as follows:

67 E. State Street, Eagle, Idaho and more particularly described as E1/2 Lot 3, W 3.64' of Lot 4, Eagle Townsite #889112, City of Eagle, Ada County Idaho.

Tenant may only use the Premises as properly permitted by the City. Tenant is responsible to obtain any necessary change of use permits from the City. Landlord will cooperate with Tenant in obtaining these permits. If Tenant is not able to obtain permits that are satisfactory to Tenant, then Tenant may terminate this Lease immediately upon written notice to Landlord.

3. **Term.** The initial term of this Lease commences June 3, 2020 and goes through December 3, 2020 ("Term") unless earlier terminated in accordance with the terms contained herein. Prior to completion of the initial term the parties may negotiate a mutually acceptable amendment to this Agreement for an extension of the initial term for up to an additional six months ("Renewal Term"). Prior to the expiration of this and any subsequent Renewal Term the parties may negotiate a mutually acceptable amendment to this Agreement for another Renewal Term of up to six months.

4. **Rent.** During the Initial Term of this Lease Tenant shall pay rent monthly and the monthly rent shall be one hundred dollars (\$100.00) plus payment of the costs of operation of the Premises. These operation costs include all utilities including electric, gas, water, sewer, trash and the costs of ordinary upkeep, maintenance and cleaning. Tenant shall put all utilities in Tenant's name. For the first Renewal Term the parties may negotiate an increase in the monthly rent in an amount such that the monthly rent does not exceed two hundred dollars (\$200.00) per month. The rent for any subsequent Renewal Terms would be negotiated between the parties as part of a mutually acceptable amendment to this Agreement. Tenant shall continue to pay the operation costs for the Premises during any Renewal Term.

4.1 **Late Payment Charge.** If Tenant fails to pay any Rent when due and Landlord ultimately pays said rent, such unpaid amounts shall bear interest at the rate of 7% percent per month from the due date until paid. In addition Tenant shall pay to Landlord a late payment charge in the amount of \$100 per occurrence to help defray the additional costs to Landlord for processing such late payments. This provision for interest and late charges shall be in addition to

Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

5. Use.

5.1 Permitted Use. The Premises shall be used for a wine bar, storage or additional seating which are part of or related to Marissa and Marina Imports, LLC's adjacent restaurant business and for no other purpose without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Although the use may be allowed by Landlord, Tenant shall in such use of the Premises, at Tenant's expense, take all actions to comply with all laws, rules, regulations, requirements, and ordinances existing or hereafter enacted or imposed by the City of Eagle and any governmental authority having jurisdiction over the Premises, Landlord, or Tenant, applicable to Tenant and Tenant's use of the Premises. Tenant shall provide a copy of the certificate of occupancy from the City of Eagle allowing the Tenant's use(s) described herein before Tenant occupies the Premises.

6. Taxes.

6.1 Personal Property Taxes. Tenant shall be liable for all taxes levied against any leasehold interest of Tenant or personal property and trade fixtures owned or placed by Tenant in the Premises. Tenant, at its sole expense, may contest the amount of personal property taxes.

7. Utilities. During the Term, Tenant shall pay for all utility services consumed by Tenant upon the Premises and for any utility connection or hook-up fees, including, without limitation, gas and electricity, cable, sanitary and storm sewer, water, internet and telephone services.

8. Possession of Premises.

8.1 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on or before June 3, 2020.

8.2 Inspection. The Premises is leased "as is" to Tenant. As soon as practicable, representatives of Landlord and Tenant shall make a joint inspection of the Premises, and the results of such inspection shall be reduced to a written memorandum, which memorandum shall be approved and executed on behalf of each party and then shall constitute a part of this Lease and be conclusive with respect to the condition of the Premises on such date, except with respect to latent defects of which Tenant delivers notice to Landlord from time to time.

8.3 Tenant Improvements. Subject to obtaining Landlord's prior written consent for any and all improvements, renovations or alterations to the Premises, Tenant, at its sole cost and expense, may alter and renovate the Premises to adapt the same for the conduct of its business operations, including, without limitation, painting, decorating, redecorating and installing partitions, floor coverings, wall coverings, drop ceilings and light fixtures (collectively, the "Tenant's Improvement Work"). Unless otherwise agreed in writing by the parties any improvements, alterations and renovations to the Premises by Tenant pursuant to this Section shall remain on the Premises upon the expiration or earlier termination of this lease. Tenant shall, discharge any mechanics' liens for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.

9. Trade Fixtures; Personal Property. Tenant, at its sole cost and expense, has the right, but not the obligation, to install, use, replace, and remove its trade fixtures and personal property, such as, without limitation, telephone, and other communications equipment, machinery and furnishings. The installation of any Trade Fixtures requires prior written approval of Landlord. Upon the expiration of the Term or the earlier termination of this Lease, Tenant has the right to remove such trade fixtures and personal property from the Premises, provided that Tenant shall repair all damage to the Premises resulting from such removal.

10. Repairs and Maintenance.

10.1 Landlord's Obligations. The following shall be the responsibility of Landlord:

10.1.1 Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.

10.1.2 Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord.

10.1.3 Repair and maintenance of exterior water, sewage, gas, and electrical services.

10.2 Tenant's Obligations. The following shall be the responsibility of Tenant

10.2.1 Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing in the Premises. Repair or replacement of any furniture belonging to Landlord that is damaged by Tenant or their employees, agents, guests, visitors etc.

10.2.2 Any repairs necessitated by the negligence of Tenant, its agents, contractors, employees, customers, guests, students, visitors and invitees, except as provided in Section 13 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under this Section.

10.2.3 Ordinary maintenance of the heating and air conditioning system and any repairs necessary because of improper maintenance.

10.2.4 Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in this Agreement.

10.2.5 All other repairs and/or maintenance to the Premises which Landlord is not required to make under this Section.

10.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with the use of the Premises by Tenant. Tenant has no right to an abatement of Rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this Section.

10.4 Reimbursement for Repairs and Maintenance Assumed. If either party fails or refuses to make repairs and/or perform maintenance as required by this Section, the other party may make repairs and charge the actual costs of repairs to the first party. Such expenditures by either party shall be reimbursed by the other on demand together with interest thereon at the rate of 7% per annum from the date of expenditure. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs or maintenance that is the obligation of the other party and charge the other party for the resulting expense unless at least 7 days before work is commenced, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

11. Insurance.

11.1 Renter's Insurance. Tenant shall obtain and maintain renter's insurance covering Tenant's property and equipment located on the Premises.

11.2 Commercial General Liability Insurance. At all times during the Term, Tenant, at its sole cost, shall maintain in full force and effect a commercial general liability insurance policy for the Premises with one million dollars (\$1,000,000,00) combined single limit for bodily injury and property damage per occurrence. Such insurance policy shall name both Landlord and Tenant as insureds, as their interests may appear.

Tenant's liability insurance will also include the broadest available form of contractual liability coverage that will provide coverage to the maximum extent possible of Tenant's indemnification obligations under this Lease.

11.3 Worker's Compensation. Tenant will procure and maintain worker's compensation insurance as required by Idaho law.

11.4 Evidence of Insurance. Prior to occupying the Premises Tenant shall provide Landlord with a certificate of insurance demonstrating compliance with the insurance requirements of this Lease. During the Term(s) of this Lease Tenant shall have the ongoing obligation to provide adequate evidence of the continued existence of applicable insurance coverage. To the extent commercially available to Tenant, all insurance required to be carried by Tenant hereunder shall contain a provision that the insurance company or its designee must give Landlord written notice (i) thirty (30) days before any such coverage is not renewed by the insurance company and (ii) within ten (10) days after cancelation of coverage by the insurance company. In addition, if any insurance policy required to be carried by Tenant hereunder is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Tenant shall give Landlord prompt written notice upon actual or constructive knowledge of such condition.

11.5 Tenant Invalidation. Tenant shall not do or permit anything to be done which invalidates any such insurance policies required by this Lease.

11.6 Other Tenant Insurance Coverage. Tenant will, at Tenant's sole expense, procure and maintain any other and further insurance coverages that Landlord or Landlord's lender may require.

11.7 Priority of Coverage. With respect to claims arising out of or relating to the Premises, or the use or occupancy by Tenant or Tenant's invitees, licensees, employees or agents, Tenant's insurance policy(ies) shall provide primary coverage and Landlord's liability policy applicable to the Claim shall provide excess or secondary coverage.

12. Mutual Subrogation Waiver. Subject to Section 11.7 above, anything in this Lease to the contrary notwithstanding, Landlord and Tenant each waives any and all rights of recovery, claim, action, or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause to the extent such loss or damage is actually covered by and paid under any policy of insurance carried by the other. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The foregoing waiver shall not be applicable to the portion of any loss or damage that is not reimbursable by the damaged party's insurer because of the deductible in the damaged party's insurance coverage.

13. Damage or Destruction.

13.1 Repair and Restoration. In the event that the Premises shall be damaged or destroyed by fire, or other casualty, Tenant promptly shall deliver to Landlord notice thereof. If the damage or destruction resulted from risk required to be insured pursuant to Section 11, and unless terminated pursuant to Sections 13 and 14, this Lease shall remain in full force and effect, and Landlord shall promptly repair the damage or destruction and restore the Premises to substantially that condition existing immediately prior to such damage or destruction. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall abate as of the date of the damage or destruction in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced.

13.2 Rights of Termination. Landlord's and Tenant's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:

13.2.1 If the Premises shall be damaged or destroyed to the extent of more than fifty percent (50%) of the full replacement cost thereof, then either Landlord or Tenant may elect to terminate this Lease by delivery of notice to the other within thirty (30) days after the date of such damage or destruction; or

13.2.2 If any portion of the Premises shall be rendered untenable, in Tenant's reasonable judgment, for the use and occupancy thereof by Tenant for the conduct of its business operations as a result of any damage or destruction, or if Tenant reasonably shall anticipate that the repair and restoration of any such damage or destruction shall not be completed within ninety (90) days after the date of the damage or destruction and Landlord shall not have provided Tenant with temporary substitute premises acceptable to Tenant, in Tenant's reasonable

judgment, then Tenant may elect to terminate this Lease by delivery of notice to Landlord within thirty (30) days after the date of such damage or destruction; and

13.3 Rights of Termination. This Lease may be terminated in accordance with the provisions of this Section 13 or as set forth in Section 14.

14. Tenant's Default; Landlord's Remedies.

14.1 Tenant Default. Any of the following events shall constitute a default of this Lease by Tenant (a "Tenant Default"):

14.1.1 Failure of Tenant to pay any Rent or other amount payable by Tenant hereunder when due and such Tenant Default continues for five (5) days after delivery of a written notice by Landlord to tenant; and

14.1.2 Vacating or abandonment of all or a substantial part of the Premises.

14.1.3 Failure of Tenant to comply with any provision of this Lease other than payment of rent, with such failure continuing for ten (10) days after delivery of a written notice by Landlord to Tenant specifying the nature of non-compliance by Tenant. However, if the nature of Tenant's default is such that it cannot be reasonably cured within the time provided, Tenant shall not be in default if Tenant commences to cure the default within the time provided and thereafter diligently proceeds to cure such default within thirty (30) days.

14.1.4 The making of an assignment or general arrangement for the benefit of creditors by Tenant or any guarantor of Tenant's obligations under the Lease.

14.1.5 The filing of a petition under the Federal Bankruptcy Act or any similar law or statute of the United States or any state thereof by Tenant or any guarantor of Tenant's obligations under this Lease.

14.1.6 The appointment of a receiver or trustee for all or substantially all the assets of Tenant or any guarantor of Tenant's obligations under this Lease. Such receivership shall not have been terminated or stayed within the time permitted by law.

14.1.7 The attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease where such seizure is not discharged with thirty (30) days.

14.2 Landlord's Remedies. In the event of a Tenant Default, Landlord shall have the option to exercise one or more of the following rights and remedies:

14.2.1 To terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. In Tenants shall fail to do so, Landlord may enter upon the Premises without notice and again have, repossess and enjoy the same as if this Lease had not been made, and all terms, conditions, covenants and obligations of this Lease on the part of Landlord to be performed shall cease and terminate, without prejudice, however, to the right of Landlord to recover from Tenant all Rent accrued hereunder as of the date of such entry by Landlord; and

14.2.2 To relet the Premises for the remainder of the then existing Term and to recover from Tenant any deficiency, as it accrues, between the amount so obtained and Rent payable by Tenant hereunder; provided, however, that Landlord shall be obligated in such event to exercise in good faith diligent efforts to mitigate its damages by reletting the Premises for the highest rent reasonably obtainable under the circumstances;

14.2.3 Declare the entire amount of Rent past due as well as that which would have become due and payable during the remainder of the term of this Lease to be due and payable immediately. In this event Tenant shall pay to Landlord the same immediately. Acceptance by Landlord of the payment of such Rent shall not constitute a waiver of any then existing default occurring thereafter.

14.2.4 To pursue all other rights and remedies to which Landlord may be entitled hereunder, at law or in equity.

14.3. Termination for Convenience. The Parties acknowledge and agree that the Premises are currently the subject of a Request for Proposals (RFP) issued by the Landlord for development of the Premises and the Premises may be the subject of future RFPs. Either Party may terminate this Lease for any reason or no reason upon thirty (30) days written notice to the other party.

15. Landlord's Default; Tenant's Remedies. In the event of any failure by Landlord to perform any term, condition, covenant or obligation of this Lease on the part of Landlord to be performed within thirty (30) days after the date on which Landlord receives from Tenant notice specifically describing such failure, Tenant (in addition to all other remedies to which Tenant may be entitled under this instrument or at law or in equity) may cure such default by Landlord on behalf of, and at the sole cost and expense of, Landlord. Landlord shall reimburse Tenant for its costs and expenses in connection therewith within thirty (30) days after Tenant's delivery to Landlord of an invoice therefor. The foregoing notwithstanding, if Landlord shall exercise in good faith diligent efforts within such thirty (30) day period to cure the failure specified in the notice but shall not be able to do so because of acts of God, riots, or labor strikes or other circumstances beyond reasonable control of Landlord, then any such failure shall not be considered a default of this Lease by Landlord so long as Landlord shall continue to exercise in good faith such diligent efforts to cure such failure and shall do so within a reasonable period of time.

16. Warranties and Representations.

16.1 Compliance with Laws.

16.1.1 Landlord's Improvement Work.

16.1.1.1 If any improvements, alterations or renovations to the Premises shall be required by any law, ordinance or requirement of any governmental authority with competent jurisdiction, then Landlord, at its sole cost and expense, shall perform such improvements, alterations or renovations in a timely manner, provided that if, but only if, such improvements, alterations or renovations are required because of Tenant's specific use of the Premises, Tenant shall reimburse Landlord for the cost thereof.

16.1.2 Tenant's Improvement Work. Tenant represents and warrants that Tenant's Improvement Work, its maintenance and repairs and its use and occupancy of the Premises for the conduct of its business operations shall comply with all applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction.

16.2 Warranty of Title and Authority. Landlord warrants and represents that: (a) Landlord is the fee simple owner of the Premises with full authority to execute, deliver and perform this Lease; and (b) as of the date of this Lease there are no liens or encumbrances against the Premises.

17. Landlord's Right of Entry. Landlord may enter upon the Premises as often as Landlord may deem reasonably necessary for the purposes of performing maintenance and repairs, inspecting the Premises, offering the Premises for lease (but only during the period which commences ninety (90) days prior to the expiration of the then existing Initial Term or Renewal Term) or at any time during the Term to offer the Premises for sale. Landlord's right of entry shall be exercised in a manner and at times such that there shall be no unreasonable interference with the use and occupancy of the Premises by Tenant for the conduct of its business operations.

18. Mutual Indemnification. To the extent permitted by Idaho Law, each party (the "Indemnitor") agrees to indemnify, defend and hold the other party (the "Indemnitee") harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including, without limitation, environmental damages and remediation expenses, reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of the Indemnitor under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of the Indemnitor, or its officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of the Indemnitee, or any of its officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease; provided, however, that the indemnification obligation created by this Section shall be expressly conditioned upon the Indemnitee (i) delivering to the Indemnitor prompt notice of any event giving rise to such indemnification obligation and (ii) providing the Indemnitor the opportunity to defend itself from and against any Losses.

19. Transfers.

19.1 Assignment and Subletting. Except as provided in this Section, Tenant shall not assign this Lease nor sublet any portion of the Premises, without the written consent of Landlord.

19.2 Notice of Sale and Termination. The parties understand that Landlord will be attempting to sell Premises during the Term. If Landlord is going to sell the Premises, Landlord shall inform Tenant by notice under Section 24 hereof and this Agreement shall terminate within ninety (90) days of said notice and Tenant shall vacate the Premises prior to termination. The parties may mutually agree in writing to modify the ninety (90) day time period noted herein. Tenant may seek to separately negotiate a lease with the buyer of Premises.

20. Holding Over. If Tenant shall continue to occupy the Premises after the expiration of the Initial Term or, if renewed, expiration of any Renewal Term of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to the terms and conditions of this Lease, except that the Rent during any holdover period shall be increased to five thousand dollars (\$5000.00) per month, provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of ten (10) days' notice to the other. If this Lease is terminated as provided herein Tenant shall have no rights to occupy the Premises after the date of termination and Tenant shall pay Landlord for each day Tenant occupied the Premises after termination in an amount equal to the per day amount of the above noted monthly hold over rent of \$5000.00.

21. Quiet Enjoyment. Subject to Landlord's rights hereunder, as long as Tenant is in compliance with all provisions of this Lease, Tenant shall be entitled to the peaceful and quiet possession of the Premises free from any interference or disturbance by Landlord. This provision is subject to mortgages, ground leases, encumbrances, or other interests to which this Lease is subordinate.

22. Subordination; Estoppel.

22.1 Tenant Subordinate. Tenant covenants and agrees, on the terms and conditions provided in this Section, that this Lease shall be subordinate to any mortgage or deed of trust that now or hereafter shall encumber the Premises.

22.2 Statement of Terms and Status. Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed), (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Rent and other charges and the time period of the Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, state why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may reasonably require. Tenant shall deliver such statement to Landlord within twenty (20) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

23. Surrender of Premises. Upon the expiration or earlier termination of the Term, Tenant shall deliver up and surrender the Premises to Landlord in as good order and condition as upon Tenant Possession Date, subject to: (a) Tenant's improvements, alterations and renovations to the Premises, including without limitation Tenant's Improvement Work; (b) normal wear and tear; (c) damage by fire, explosion or other casualty not caused by Tenant; (d) repairs and restoration for which Tenant shall not be responsible hereunder; and (e) Tenant's removal of its trade fixtures.

24. Notices; Computation of Time. For the purposes of providing notice hereunder the parties shall use the following:

TENANT

Giovanni Erme
2608 E. Ragusa Ln.
Meridian, ID 83642
Phone: 208- -

425 209-8006



LANDLORD

Robin Collins, Executive Director
Eagle Urban Renewal Agency
660 E. Civic Lane
Eagle ID 83616
Phone: 208-489-8755

Any notices and other communications to be delivered by either party to the other pursuant to this Lease shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Lease: (a) hand delivered including delivery by courier - effective upon receipt; (b) emailed (provided that emailed notices must be confirmed received within any applicable time period); (c) certified mail return receipt requested – effective upon receipt; or (d) U.S. mail – deemed effective three (3) business days after deposit in the United States mail by regular first mail or registered or certified mail, postage prepaid, return receipt requested.

25. Recording. If Landlord or Tenant requests, the parties shall execute and acknowledge a short form of lease for recording purposes, which short form of lease shall be recorded at the expense of the party requesting the same, which party shall pay any fee associated with such recording.

26. Signs. Tenant shall have the right to erect and display signs on the Premises and on such other areas of the Premises as Tenant reasonably may request, subject only to compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction. Tenant shall remove all signage upon expiration or earlier termination of the Lease and restore the Premises to the condition that existed prior to the installation of said signs.

27. Dispute Resolution.

27.1 Good Faith. The parties shall attempt in good faith to resolve any controversy arising out of or relating to this Lease promptly by informal discussions and negotiations between the parties.

27.2 Mediation. If the controversy has not been resolved within thirty days of the date of written notice thereof under subsection 27.1, the Parties agree to participate in non-binding mediation regarding the controversy before pursuing other legal remedies. Either party may initiate non-binding mediation of the controversy or claim in accordance with American

Arbitration Association Real Estate Industry Mediation Rules. If the non-binding mediation does not resolve the dispute then either Party may pursue any other legal remedies.

27.3 Extensions. All deadlines specified in this Section 31 may be extended by mutual agreement.

27.4 Exclusive Procedures. The procedures specified in this Section 27 shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action the parties shall continue to participate in good faith in the procedures specified in this Section 27. All applicable statutes of limitation shall be tolled while the procedures specified in this Section 27 are pending. The parties shall take such action, if any, required to effectuate such tolling.

28. Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

29. Miscellaneous.

29.1 Entire Agreement. This Lease: (i) contains the entire agreement between the parties and no promise, representation, warranty, covenant, agreement, or understanding not specifically set forth in this Lease shall be binding upon either party; (ii) may not be amended, modified, or supplemented in any manner except in writing signed by the parties; (iii) shall be construed and governed under the laws of the state of Idaho; (iv) shall not be construed more stringently in favor of one party against the other regardless of which party has prepared the same; (v) shall be binding upon, and inure to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns; (vi) shall not be binding until this Lease shall be executed and delivered by the parties, to each other; and (vii) may be executed in counter parts, each of which shall be deemed an original, but which all together constitute the same instrument.

29.2 Authorization of Parties. Any person executing this Lease on behalf of a corporation, company, trust, partnership or other entity represents and warrants that such person is authorized to execute and deliver this Lease on behalf of the entity.

29.3 Non-waiver. The failure of either party to insist upon strict performance of any provision of this Lease shall not be deemed a waiver of any rights or remedies at any other time.


29.4 Exhibits. The exhibits attached hereto are incorporated herein by this reference.


29.5 Headings. Headings are for convenience only and are not a part of this Lease.

29.6 Invalidity of Terms. The terms of this Lease are severable and the invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of this Lease.


IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives effective as of the date referred to in the Preamble hereof.

LANDLORD: Eagle Urban Renewal Agency

By 
Janet Buschert, Chair

Attest: 
Robin Collins, Secretary

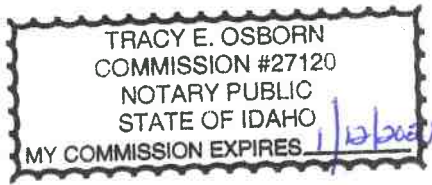
TENANT: Dream Italy, LLC

By 
Giovanni Erme, Member/Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 5 day of June, 2020, before me Giovanni Erme, personally appeared Giovanni Erme, known or identified to me to be the Member/Manager of Dream Italy LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

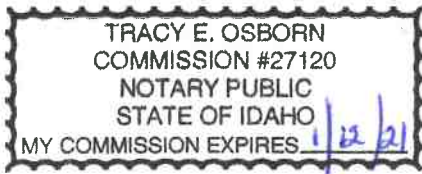


Tracy E Osborn
NOTARY PUBLIC FOR IDAHO
Residing at June Id
My Commission Expires 01/12/2021

STATE OF IDAHO)
) ss.
County of Ada)

On this 5 day of June, 2020, before me Janet Buschert, personally appeared Janet Buschert, known or identified to me to be the Chairman of the Eagle Urban Renewal Agency, that executed the instrument or the person who executed the instrument on behalf of said agency, and acknowledged to me that such agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tracy E Osborn
NOTARY PUBLIC FOR IDAHO
Residing at June Id
My Commission Expires 1/12/2021