

**CANYON COUNTY  
ALCOHOLIC BEVERAGE LICENSE**

In conformance with ID Code Sec. §23-1011, and an Idaho State License has been issued, and as the Board of County Commissioners has adopted the same policy for applications of Beer, Wine, and Liquor Licenses, these Applications have been reviewed for the following License:

Type of License: **TRANSFER**

**Applicant:**

- Indian Creek Steakhouse LLC dba Indian Creek Steakhouse

WHEREAS the Commissioners have reviewed the applications for a License submitted by the above applicants, the Board now asks if anyone wishes to testify for or against these applications?


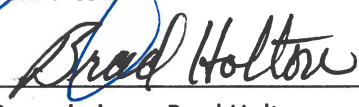

1) Hearing none, is there a motion from any member of the Board that the Licenses be granted. A motion was made by Commissioner Brooks and seconded by Commissioner Holton that the Licenses be granted, and the Chairman be authorized to sign the Licenses.

2) Having been advised that there is to be testimony in opposition, a hearing date is set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Commissioners Meeting Room.

ACTION OF BOARD: Motion Carried Unanimously X

Motion Carried/Split Vote \_\_\_\_\_ Motion Defeated/Split Vote \_\_\_\_\_

CANYON COUNTY COMMISSIONERS	YES	NO	DID NOT VOTE
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 _____ Commissioner Leslie Van Beek	<u>✓</u>	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, County Clerk

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

Date: 4/7/26

RESOLUTION NO. 26- 054

Chart:

2013-2014

100  
90  
80  
70  
60  
50  
40  
30  
20  
10  
0

100

100  
90  
80  
70  
60  
50  
40  
30  
20  
10  
0

State License #  
12216

RETAIL ALCOHOL BEVERAGE LICENSE  
**CANYON COUNTY, ID**  
STATE OF IDAHO

County License #  
2025-342

*This is to certify, that* **INDIAN CREEK STEAKHOUSE LLC**  
*dba:* **INDIAN CREEK STEAKHOUSE**

is licensed hereby, as a retailer of alcohol beverage, as stated below, to the provisions of ~~Article 23~~, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at:

**711 MAIN ST  
CALDWELL, ID 83605**

**Effective until May 31, 2026**

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$5.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$0.00
Liquor	All Other Cities	\$10.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 7th day of April, 2026

Mail To: 711 MAIN ST, CALDWELL, ID 83605

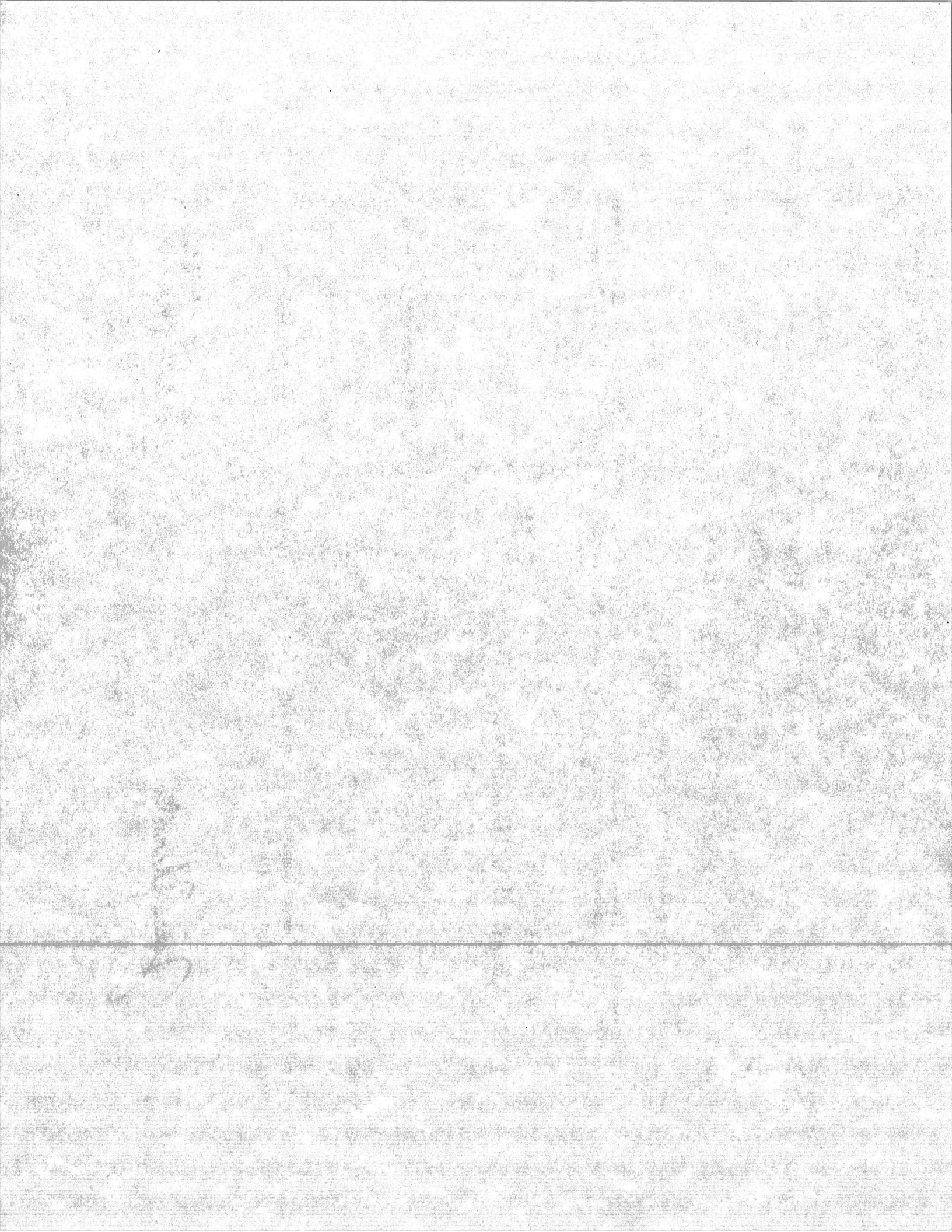


Clerk



Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



# Idaho State Police

Premises Number: 2C-12216

Incorporated City

## Retail Alcohol Beverage License

Cycle Tracking Number: 172367  
ISLD ID: 7129

License Year: 2026

License Number: 12216

*This is to certify, that* Indian Creek Steakhouse LLC

*doing business as:* Indian Creek Steakhouse

*is licensed to sell alcoholic beverages as stated below at:*

**711 Main Street , Caldwell, Canyon County**

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.*

County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$80.00</u>
Beer	Yes	<u>\$20.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kegs to go	No	
Growlers	No	
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

**TOTAL FEE: \$100.00**

INDIAN CREEK STEAKHOUSE LLC
INDIAN CREEK STEAKHOUSE
711 MAIN ST
CALDWELL, ID 83605
Mailing Address

**Valid**  
02/23/2026 - 05/31/2026

**Expires**  
**05/31/2026**



State License #  
12216

RETAIL ALCOHOL BEVERAGE LICENSE  
**CANYON COUNTY, ID**  
STATE OF IDAHO

County License #  
2025-17

*This is to certify, that* **INDIAN CREEK STEAKHOUSE LLC**  
*dba:* **INDIAN CREEK STEAKHOUSE**

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at:


**711 & 713 MAIN ST  
CALDWELL, ID 83605**

Beer DRAFT, bottled or canned, ON or OFF premises consumption \$100.00  
Wine WINE by the drink: (This covers Retail & By the Drink) \$0.00  
Liquor All Other Cities \$187.50

License valid until **May 31, 2026**

APPROVED by the Board of County Commissioners this 9<sup>th</sup> day of April, 2025  
Mail To: 711 MAIN ST, CALDWELL, ID 83605

  
\_\_\_\_\_  
Signature of Licensee or Officer of Corporation

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

M. J. ...

...



# CANYON COUNTY LIQUOR LICENSE APPLICATION



**\*\*Each Applicant must provide a copy of their current license from Idaho State Police Alcohol Beverage Control along with this application\*\***

**(PLEASE CHECK ONE)**

**NEW**

**TRANSFER**

**CHANGE IN APPLICATION**

1. NAME OF BUSINESS/APPLICANT/LICENSE HOLDER:

INDIAN CREEK STEAKHOUSE, LLC

(INDIVIDUAL, CORPORATION, LLC, PARTNERSHIP OR OTHER BUSINESS ENTITY)

2. DOING BUSINESS AS:

INDIAN CREEK STEAKHOUSE

3. MAILING ADDRESS:

711 MAIN ST

CALDWELL, ID 83629

4. PHYSICAL ADDRESS OF BUSINESS: (please provide a map/layout of location/premise)

711 MAIN ST

CALDWELL, ID 83605

5. BUSINESS PHONE: (208) 459-4835

APPLICANT PHONE: (775) 287-2666

6. BUSINESS EMAIL: emilyw77.ew@gmail.com

7. FEES: Please select all that apply

**BEER – Select one (1) box only.**

- \$25.00  Consumed **OFF premises**, bottled and canned.
- \$75.00  Consumed **ON premises**, bottled and canned.
- \$100.00  DRAFT, bottled and canned, consumed **ON premises & OFF premises.**
- \$5.00  **Transfer** of ownership or location

BEER TOTAL \$ \_\_\_\_\_

**LIQUOR** by the drink -This fee covers wine fee (Do NOT pay wine fee if you have liquor)

**Select one (1) box and pay that fee:**

- \$75.00  Population less than 1000 (i.e. Notus, Greenleaf and Melba)
- \$125.00  Population between 1000 and 3000 (i.e. Parma, Wilder)
- \$187.50  Population over 3000 (i.e. Nampa, Caldwell and Middleton)
- \$10.00  **Transfer** of ownership or location
- \$100.00  Golf course operator, lessee or owner

LIQUOR TOTAL \$ \_\_\_\_\_

**WINE – Select one (1) box and pay that fee**

(Do NOT pay wine fee if you have liquor):

- \$100.00  Wine by Drink: (This Covers Retail & By the Drink)
- \$100.00  Wine Retail: (This is for **OFF** premises consumption only)
- \$5.00  **Transfer** of ownership or location

WINE TOTAL \$ \_\_\_\_\_

TOTAL FEE \$ 15.<sup>00</sup>

8. TRANSFER OPTIONS: Please select all that apply:

- Transfer of license from one owner to another

Previous Owner Name: DILLON WICKEL / INDIAN CREEK STEAKHOUSE, LLC  
Previous Business Address: 713711 MAIN ST. CALDWELL, ID 83605

- Change in business location

(Current license holder moved to new facility/premise)

Old Address: \_\_\_\_\_

New Address: \_\_\_\_\_

9. CHANGE IN APPLICATION: Please answer the below questions

A. Is there a change in physical address?

Yes  No

If yes, complete below:

Old Address: \_\_\_\_\_

New Address: \_\_\_\_\_

B. Is there a change in mailing address?

Yes  No

If yes, complete below:

Old Address: \_\_\_\_\_

New Address: \_\_\_\_\_

C. Is there a change in services offered? (I.e. Beer, Wine, and Liquor)

Yes  No

If yes, complete below:

Added a Beverage Service: \_\_\_\_\_

(Reference fee schedule on page 2)

Removed a Beverage Service: \_\_\_\_\_

D. Is there a change in 'Doing Business As' name?

Yes  No

If yes, complete below:

Old Business name: \_\_\_\_\_

New Business name: \_\_\_\_\_

E. Is there a change in Applicant/Business name? (Current license holder changed their name of business not DBA)

Yes  No

If yes, complete below:

Old Business name: \_\_\_\_\_

New Business name: \_\_\_\_\_

F. Is there a change in officers? (Current license holder either added or removed officers)

Yes  No

If yes, complete below:

Name of officer being removed: DILLON WICKEL

Name of officer being added: EMILY WILLIAMS

10. BUSINESS ENTITY:

A. TYPE:

- Sole Proprietor
- General Partnership
- Limited Partnership
- Limited Liability Partnership
- Limited Liability of a Corporation
- Corporation

B. BUSINESS REGISTRATION:

Is the business registered with the Idaho Secretary of State's Office?

- Yes  No

C. Please list sole proprietor(s) or all partners, corporate officers, directors, LLC/LLP members/partners, principal stockholders and business managers of the applicant: Attach a separate sheet of paper following with the format below if you need more space.

Title: OWNER Name: EMILY WILLIAMS

Officer Address: 1917 WASHINGTON AVE., CALDWELL, ID 83605

Date of birth: 7/5/77 U.S. Citizen:  Yes  No

List the date from which the applicant has resided/lived in Idaho: 2005

Title: \_\_\_\_\_ Name: \_\_\_\_\_

Officer Address: \_\_\_\_\_

Date of birth: \_\_\_\_\_ U.S. Citizen:  Yes  No

List the date from which the applicant has resided/lived in Idaho: \_\_\_\_\_

D. APPLICANT'S FINANCIAL INTERESTS:

Please list any other parties not already listed above that have any financial interest in your business

Title: N/A Amount/Percent of interest: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of interest (e.g., Open Loans, Mortgages, Silent partnerships, Conditional sales contracts, trust, shareholders, or any other basis other than upon trade account incurred in the ordinary course of business):

11. Are you the owner of the building where the premises is located?

*If you answered "Yes," please include a copy of the deed; if you answered "No," please include copy of lease agreement for Applicant*

Yes  No

Canyon County Assessor Parcel #: R05093/05094/05095

12. Is the building/location/premises within three hundred feet (300) of any public schools, churches or other place of worship, or college? (Measured in a straight line from the nearest corner of said building to nearest entrance of the license premises.)

Yes  No

13. FELONY:

A. Have you, any partners or the actual manager of the applicant business, been convicted of, been placed on probation for, been granted a withheld judgment for, or received a deferred sentence for a felony in last five (5) years?

Yes  No

If answered yes please explain: \_\_\_\_\_

B. Have you, any partners or the actual manager of the applicant business paid any fine for a felony in the last five (5) years?

Yes  No

If answered yes please explain: \_\_\_\_\_

A. Have you, any partners or the actual manager of the applicant business, completed any sentence of confinement for any felony in the last 5 years?

Yes  No

If answered yes please explain: \_\_\_\_\_

14. VIOLATIONS PROHIBITING THE SALE OF ALCOHOL

A. Have you, any partner or the actual manager, ever been convicted of any violation of Federal or State laws or regulations governing or prohibiting the sales of alcohol beverages?

Yes  No

If answered yes please explain: \_\_\_\_\_

B. Within the last two (2) years have you, any partner or actual manager, suffered the forfeiture of a bond for your appearance to answer charges pertaining to violations of Federal or State laws or regulations governing or prohibiting the sale of alcohol beverages?

Yes  No

If answered yes please explain: \_\_\_\_\_  
\_\_\_\_\_

15. List the following dates, if any, for yourself, any partner, any officer, or the actual manager of the applicant business:

A. Date(s) of conviction for driving a motor vehicle under the influence of alcohol, drugs, or any other intoxicating substance.

\_\_\_\_\_ N/A \_\_\_\_\_

B. Date(s) of completion of any sentences and/or probation or parole for driving a motor vehicle under the influence of alcohol, drugs, or any other intoxicating substance.

\_\_\_\_\_ N/A \_\_\_\_\_

C. Date(s) that fines and court costs associated with the conviction(s) were paid.

\_\_\_\_\_ N/A \_\_\_\_\_

D. Date(s) of completion for the probation or parole for the conviction(s).

\_\_\_\_\_ N/A \_\_\_\_\_

E. Date(s) of completion for the sentence for the sentence.

\_\_\_\_\_ N/A \_\_\_\_\_

16. Have you, any partner, or actual manager, ever been convicted or been given a withheld judgment in any Federal or State court for any crime involving possession or distribution or any controlled substance?

Yes  No

If answered yes please explain: \_\_\_\_\_  
\_\_\_\_\_

17. Have you, any partner, or actual manager, ever engaged in the operation, or has interest therein, of any house or place for the purpose of prostitution or anything declared and found to have been a moral nuisance as defined by County ordinance or State law?

Yes  No

If answered yes please explain: \_\_\_\_\_  
\_\_\_\_\_

18. Have you ever had a similar alcohol beverage license revoked by Canyon County, the State of Idaho, or any other county or state?

Yes  No

If answered yes please explain: \_\_\_\_\_  
\_\_\_\_\_

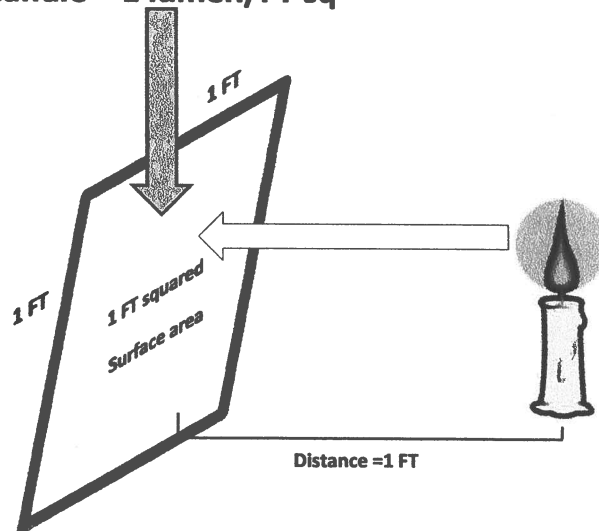
19. Have you obtained all necessary permits and inspections for the proposed premises and do the proposed premises comply with all the laws, regulations, and Ordinances of Canyon County and the State of Idaho relating to health, safety, building codes, fire codes, and planning and zoning?

Yes  No

Designated Zoning of Business Site CITY CENTER / CENTRAL BUSINESS DISTRICT

20. Does your establishment's parking lot have lighting levels that are least one foot-candle? (one foot-candle is defined as a unit measurement of illuminance or light intensity on a one-square foot surface at ground level equal to one lumen per square foot and with a 2.0 to 3.0 (average to minimum foot-candles) uniformity ratio).

1 foot-candle = 1 lumen/FT sq



shutterstock · 110290442

Yes  No

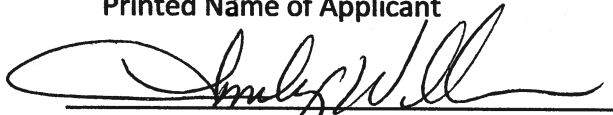
**\*\*If the board of county commissioners denies your application, the board must do so in writing, as well as explain the actions you can take, if any, through which your application can be approved.\*\***

**\*\*If your application has been denied, or if you have been otherwise aggrieved by a decision of the board of county commissioners regarding your application, after all remedies have been exhausted under county ordinance or procedures, you may seek judicial review within twenty-eight (28) day under the procedures provided in chapter 52, title 67, Idaho code. \*\***

I/we, the applicant(s) of this license, acknowledge and understand Idaho Code Title 23 and IDAPA that regulate licenses provided by the Idaho liquor act and do hereby agree to operate the license premises in conformity with these statutes and regulations. I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct. I further swear that I have verified that the premises for which I propose to obtain this license is in compliance with all state and local laws and regulations concerning health, safety, building codes, fire codes, and planning and zoning. I further understand and agree that should any changes to the premises, circumstances, or requirements to hold this license occur after submitting this application, I will immediately file a written report documenting those changes with Canyon County.

Emily Williams

Printed Name of Applicant



Signature of Applicant

03/12/2026

Date

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled \_\_\_\_\_, which consists of \_\_\_\_\_ page(s) and is dated \_\_\_\_\_.  
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

Premise ID 2C-1221

MAIN FLOOR

Tavern  
Bar

PREP KITCHEN

RODEO

FRESH  
CASH

DISH

SALAD  
BAR  
STATION

MAIN

KITCHEN 1  
GRILL

MAIN BAR

BAR

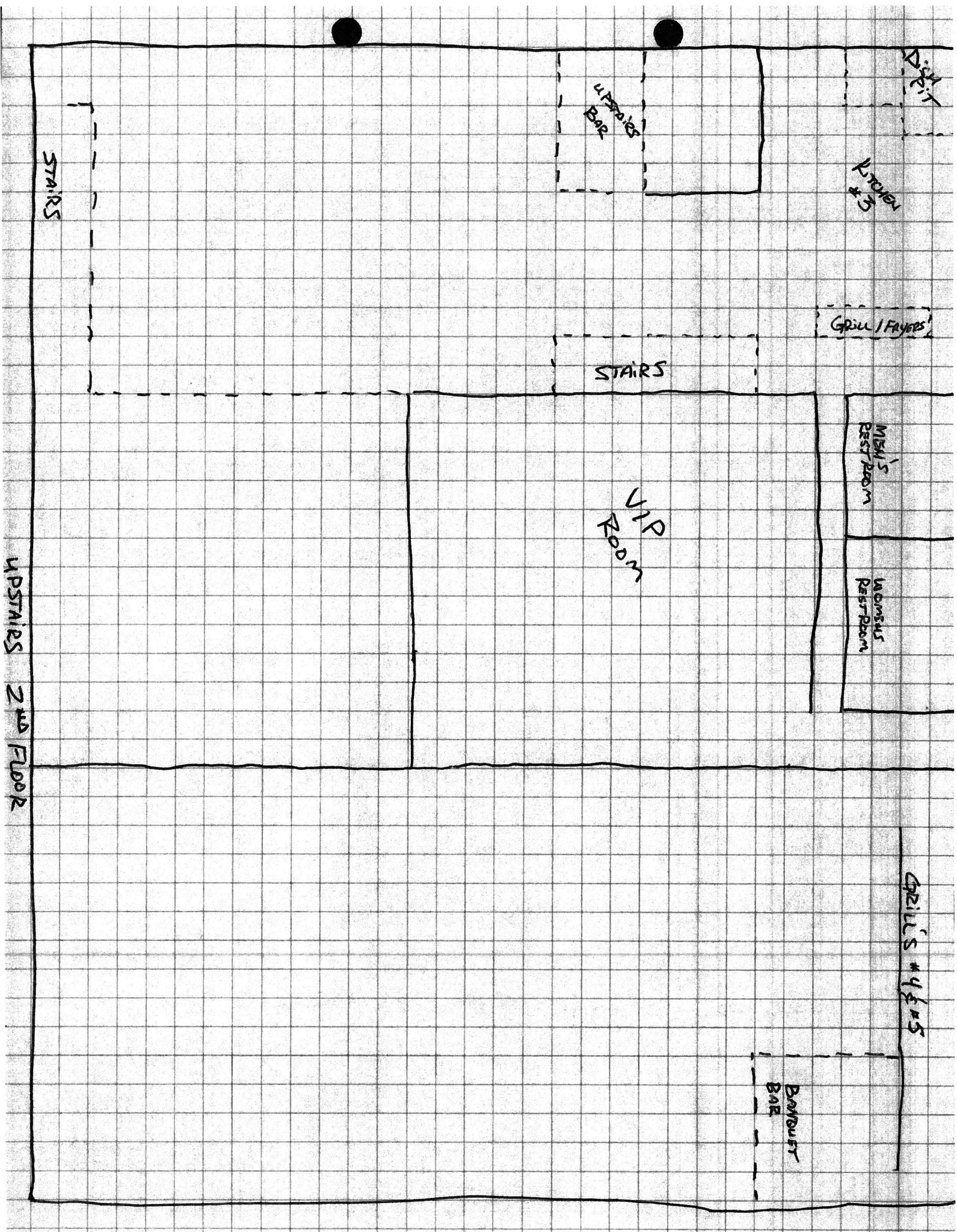
KITCHEN 2  
GRILLS

GAME ROOM

RECEIVED

JAN 27 2013

IDAHO STATE POLICE  
ALCOHOL BEVERAGE CONT



**EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT OF  
LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST**

KNOW ALL MEN BY THESE PRESENTS THAT Indian Creek Steakhouse Holding Services, Inc., an Idaho corporation ("Seller"), hereby warrants to Emily L. Williams, a single woman ("Buyer"), that it is the member of, and the holder of, a One Hundred Percent (100%) limited liability company membership interest in INDIAN CREEK STEAKHOUSE, LLC, a Idaho limited liability company (the "Company"), and such interest (the "Membership Interest").

THAT for good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey, grant, bargain, set over, release, deliver, and confirm the Membership Interest in the Company unto Buyer, Buyer's heirs, legal representatives, successors and assigns, free and clear of all encumbrances, and Buyer hereby accepts from Seller the Membership Interest and agrees to become the substitute and sole member of the Company.

TO HAVE AND TO HOLD the same unto Buyer, forever.

THIS Assignment is delivered pursuant to the Purchase Agreement, is subject to the terms and conditions thereof including the representations and warranties of title to the Membership Interest set forth therein, and is governed by the laws of the State of Idaho.

INTENDING TO BE BOUND, Seller has caused this Assignment to be duly executed as of the 15<sup>th</sup> day of January 2026.

**SELLER:**

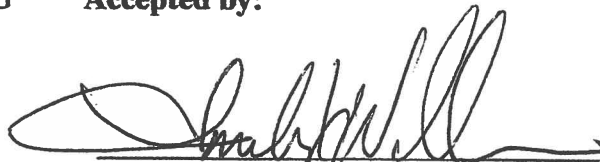
INDIAN CREEK STEAKHOUSE HOLDING  
SERVICES, INC.

By:   
Dillon H. Wickel, Director

By:   
Jennifer L. Scott, Director

**BUYER:**

**Accepted by:**

  
Emily L. Williams



**TRIPLE NET BUILDING LEASE  
(Single Tenant Building)**

THIS LEASE (“Lease”) is made this \_\_\_\_ day of \_\_\_\_\_ 2025 between Indian Creek Steakhouse Rentals, LLC, an Idaho limited liability company (“Landlord”), and Indian Creek Steakhouse, LLC, an Idaho limited liability company (“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 commonly known as locals 711, 715 and 717 Main St., Caldwell, Idaho 83605, and are more particularly described on **Exhibits A, B and C.**

3. **Term.**

3.1 **Primary Term.** The primary term of this Lease is for the period January 2, 2026 through December 31, 2030 (“Primary Term”) unless this Lease is earlier terminated as provided below.

3.2 **Extension Term(s).** Provided that Tenant is not in default of this Lease, Tenant has the option to renew this Lease for one (1) additional period (“Extension Term”) of five (5) years, upon the same terms and conditions of this Lease, except as otherwise provided in Section 4 below.

3.3 **Term of this Lease.** The Interim Term, Primary Term and any Extension Term are referred to collectively as the “Term.”

4. **Rent.** During the Term, Tenant shall pay an annual rent (“Annual Rent”) to Landlord, at the address specified by Landlord according to the Schedule set forth below (collectively “Rent”). Rent for partial months at the inception or the termination of the Lease shall be prorated.

The first monthly installment of Annual Rent shall be payable in advance on or before the Annual Rent Commencement Date, subject to postponement pursuant to Section 10.1, and subsequent monthly installments shall be due and payable on or before the first business day of each calendar month thereafter. Landlord has right to collect via ACH automatically pulled from tenant’s bank account.

Primary Term

Period	Annual Rent	Monthly Payment	Annual Rent Commencement Date
Year 1	\$120,000	\$10,000	01/01/2026
Year 2	\$180,000	\$15,000	01/01/2027
Year 3	\$240,000	\$20,000	01/01/2028
Year 4	\$247,200	\$20,600	01/01/2029
Year 5	\$254,616	\$21,218	01/01/2030

Extension Term(s)

Period	Annual Rent	Monthly Payment
Year 6	\$262,254.48	\$21,854.54
Year 7	\$270,122.11	\$22,510.18
Year 8	\$278,225.77	\$23,185.48
Year 9	\$286,572.54	\$23,881.05
Year 10	\$295,169.72	\$24,597.48

**4.1 Late Payment Charge.** If Tenant fails to pay any Rent when due, such unpaid amounts shall bear interest at the rate of eighteen percent per month from the due date until paid. In addition Tenant shall pay to Landlord a late payment charge in the amount of \$200.00 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 restaurant and related services and for no other purpose without the prior written consent of which consent shall not be unreasonably withheld, conditioned or delayed. 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 any governmental authority having jurisdiction over the Premises, Landlord, or Tenant, applicable to Tenant and Tenant's use of the Premises.

**5.2 Restrictions.** In no event shall Tenant use the Premise for the following:

- (a) Any public or private nuisance;
- (b) Any obnoxious odor;
- (c) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness;
- (d) Any noxious, toxic, caustic, or corrosive fuel or gas;
- (e) Any dust, or dirt, in excessive quantities;

**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.

**6.2 Real Property Taxes.** During the Term, Landlord shall, not later than ten (10) days after receipt, deliver to Tenant a copy of all Real Property Taxes and Assessments notices

against the Premises. From and after the Rent Commencement Date, Tenant shall pay to Landlord not later than ten (10) days after receipt of the notice from Landlord, all Real Property Taxes and Assessments, as set forth in the notice. If any real property taxes or assessments are for any period of time before the Rent Commencement Date, Landlord and not Tenant shall be responsible for payment of the same.

**6.3 Contest of Taxes.** At its own cost and expense, Tenant may contest the amount of any Real Property Taxes and Assessments by appropriate proceedings. If Tenant so elects, it shall notify Landlord, coincident with the payment of such Real Property Taxes and Assessments, of its election to so contest and Landlord shall not pay such Real Property Taxes and Assessments except upon appropriate notice to the taxing authority that same are being paid under protest. Landlord shall cooperate with Tenant in providing records and information pertaining to the Premises as may be reasonable and necessary to assist Tenant in such protest, including, without limitation, the execution and delivery of papers and instruments that may be necessary to prosecute such proceedings at all administrative and judicial levels, provided such cooperation shall be at no additional costs, expense or liability to the Landlord.

Landlord shall have the right, at its own cost and expense, but subject to reimbursement as set forth below, to contest Real Property Taxes and Assessments, if Tenant elects not to contest. If as a result of a contest, the Real Property Taxes and Assessments, Real Property Taxes and Assessments are reduced for that period of time for which Tenant is responsible, Tenant shall receive the benefit of that reduction. In the event Real Property Taxes and Assessments are reduced because of Landlord's contesting taxes for that period of time which is Tenant's responsibility, Tenant shall receive the benefit of that reduction, less any reasonable costs, including attorneys fees, incurred by Landlord in contesting or negotiating the reduced amount of Real Property Taxes and Assessments.

**6.4 Definition of Real Property Taxes and Assessments.** "Real Property Taxes and Assessments" for which Tenant shall be responsible shall mean: all ad valorem real estate taxes and assessments on the land and improvements comprising the Premises (adjusted after protest or litigation), exclusive of penalties not incurred by reason of Tenant's nonpayment or late payment.

**6.5 Separate Tax Parcel; Changes in Method of Taxation.** Tenant shall pay all such taxes, assessments, levies, impositions, or charges, if at any time during the Term, the present method of taxation or assessment of real estate is changed so that any part of the real property taxes, assessment or governmental impositions now levied, assessed or imposed on the Premises are, in lieu thereof, assessed, levied, or imposed in any part, as a capital levy, or otherwise upon any part of rents reserved herein, or as a tax, corporation franchise tax, assessment, levy or charge, measured by or based, in whole or in part, upon the Premises or on the rents derived therefrom and imposed upon Landlord. Nothing contained in this Lease shall require Tenant to pay estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real 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 and telephone services. To the extent that any utility services supplied to the Premises are billed directly to Landlord, Tenant shall reimburse Landlord, within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor, for that portion of such utility services which is attributable directly to Tenant's use of the particular utility service.

**8. Common Area.** Intentionally omitted.

**9. Landlord's Improvement Work.** Intentionally omitted.

**10. Possession of Premises.**

**10.1 Delivery of Possession.** Landlord shall deliver possession of the Premises to Tenant on or before January 2, 2026.

**10.2 Punchlist Inspection.** 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. Landlord, at its sole cost and expense and 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, shall remedy those matters or defects set forth in such memorandum or notice.

**10.3 Tenant's Right of Entry.** Tenant, at its sole cost and expense, shall have the right, after notice to Landlord, to enter upon the Premises to perform Tenant Improvements and the installation of trade fixtures and personal property more particularly described in Section 10.

**11. Tenant Improvements.** Subject to obtaining Landlord's written consent for structural improvements (not to be unreasonably withheld Tenant, at its sole cost and expense, has the right, but not the obligation, prior to and during the Term to improve, alter and renovate the Premises in any manner which Tenant deems necessary or desirable 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 (the "Tenant's Improvement Work"). Unless otherwise agreed in writing by the parties and subject to Section 12 below, 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.

**12. 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 office furniture. 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

**13. Repairs and Maintenance.**

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

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

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

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

**13.1.4** Repair of the heating and air conditioning system other than ordinary maintenance.

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

**13.2.1** Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing in the Premises.

**13.2.2** Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 15 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under this Section.

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

**13.2.4** Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 20.1.2.

**13.2.5** All other repairs to the Premises which Landlord is not required to make under this Section.

**13.2.6** Any maintenance of sidewalks, etc. including snow removal.

**13.3 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.

**13.4 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. 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 thirty (30) 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.

#### **14. Insurance.**

**14.1 Property Insurance.** At all times during the Term, Tenant, at its sole cost and expense, shall cause the Premises to be fully and adequately insured with a Causes of Loss-Special Form in an amount not less than the full replacement cost of the Premises (currently \$7,741,604.00), with a standard inflation guard endorsement or, in the event the parties have agreed upon a fixed amount of insurance, with a fixed amount endorsement. Such insurance policy shall name both Landlord and Tenant as insureds, as their interests may appear.

**14.2 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 \$2,000,000 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.

**14.3 Worker's Compensation and Employer Liability Coverage.** Tenant will procure and maintain worker's compensation insurance as required by law and employer's liability insurance. Both such policies will contain waivers of subrogation in favor of Landlord or less than.

**14.4 Evidence of Insurance.** Tenant shall, upon request, provide Landlord with adequate evidence of the continued existence of applicable insurance coverage which shall contain an agreement by the insurer that such insurance coverage shall not be modified or canceled without delivery of at least thirty (30) days' written notice to Landlord.

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

**14.6 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.

**15. Mutual Subrogation Waiver.** 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 that (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. 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.

**16. Damage or Destruction.**

**16.1 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 14, and unless terminated pursuant to Section 16.2, 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.

**16.2 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:

**16.2.1** 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

**16.2.2** 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

**16.2.3** Upon delivery of any notice pursuant to Section 16.2.1 or 16.2.2, this Lease shall terminate as of the date of the damage or destruction unless otherwise provided in such notice, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of the date of such termination.

**17. Eminent Domain.**

**17.1 Repair and Restoration.** In the event that any portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof

for any public or quasi-public use, Landlord shall promptly deliver to Tenant notice thereof. Unless terminated pursuant to Section 17.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, shall repair the damage and restore the Premises so as to constitute the remaining portion thereof a complete architectural unit. 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 on which possession of the Premises or portion thereof shall be required by the public or quasi-public body 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.

**17.2 Rights of Termination.** If the use and occupancy of any portion of the Premises is materially reduced as a result of any of the events for which notice is required to be given to Tenant under Section 17.1, either party may elect to terminate this Lease by delivery of notice to Landlord. In such event, this Lease shall terminate effective as of the later to occur of (a) the date of actual vacation of the Premises by Tenant, or (b) a date not more than 60 days in advance of the date on which possession of the Premises are required by the public or quasi-public body; and thereupon Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of such date of termination.

## **18. Tenant's Default; Landlord's Remedies.**

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

**18.1.1** Failure of Tenant to pay any Rent or other amount payable by Tenant hereunder when due and such Tenant Default continues for ten (10) days after delivery of a written notice by Landlord to tenant; and

**18.1.2** Vacating or abandonment of all or a substantial part of the Premises.

**18.1.3** Failure of Tenant to comply with any provision of this Lease other than payment of rent, with such failure continuing for thirty (30) 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 can not 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 forty-five (45) days.

**18.1.4** 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.

**18.1.5** 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. Or, the failure of the dismissal, within forty-five (45) days after the filing of any involuntary petition of bankruptcy or insolvency against Tenant or guarantor of Tenant's obligations.

**18.1.6** 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.

**18.1.7** 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 forty-five (45) days.

**18.2 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:

**18.2.1** 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

**18.2.2** To relet the Premises for the remainder of the then existing Primary Term or Extension Term for the highest rent reasonably obtainable 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;

**18.2.3** 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.

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

**19. 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.

## **20. Warranties and Representations.**

### **20.1 Compliance with Laws.**

**20.1.1 Landlord's Improvement Work.** Intentionally deleted.

**20.1.2 Tenant's Improvement Work.** Tenant represents and warrants that any 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.

**20.2 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.

**20.3 Fuel Tanks.** Landlord warrants and represents that the Premises do not presently contain any underground or aboveground fuel storage tanks and related piping, venting and dispensing systems (collectively, "Fuel Tanks") and Landlord agrees that it shall not install, cause to be installed, or permit the installation of, any Fuel Tanks within the physical boundaries of the Premises during the Term. Tenant covenants that it shall not install or cause to be installed any Fuel Tanks within the Premises during the Term.

### **20.4 Hazardous and Toxic Conditions.**

**20.4.1 Landlord's Duty.** If a toxic or hazardous condition not caused by Tenant is discovered on the Premises, then (i) Landlord shall: (a) promptly give Tenant written notice of such condition; and (b) immediately cause such toxic or hazardous condition to be cleaned up and brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction and, (ii) Landlord agrees to indemnify Tenant pursuant to the provisions of Section 22 hereof against any Losses as defined in Section 22 incurred by Tenant arising out of any such newly discovered toxic or hazardous condition and/or arising out of any condition disclosed on Exhibit "E" and/or existing on the date of execution of this Lease by both parties.

**20.4.2 Tenant's Duty.** If a toxic or hazardous condition is discovered on the Premises and is caused by Tenant, then (i) Tenant shall: (a) promptly give Landlord written notice of such condition; and (b) immediately cause such toxic or hazardous condition to be cleaned up and brought into compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction and, (ii) Tenant agrees to indemnify Landlord pursuant to the provisions of Section 22 hereof against any Losses as defined in Section 22 incurred by Landlord arising out of any such Tenant-caused toxic or hazardous condition.

**20.4.3 Tenant's Warranties.** Tenant covenants and agrees that it shall not conduct hazardous activities or operations on or about the Premises or store or handle liquids or

materials hazardous to human health or to the environment on or about the Premises except materials in transit, which are customarily transferred or handled in Tenant's business. At all times during the Term, Tenant shall exonerate, protect, defend, indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits or actions, judgments and costs, including reasonable attorneys fees, arising out of Tenant's breach of the covenant set forth in this Section in accordance with the provisions of Section 20.4.

**20.5 Prior Usage of Premises.** Landlord affirms that there has not been any storage, treatment, recycling or disposal of waste on the Premises, except for storage of trash in containers in compliance with applicable federal, state and local laws, ordinances and other requirements of governmental authorities with competent jurisdiction, which containers have been removed from the Premises and from which there has been no release of Hazardous Substances.

**20.6 Broker's Commission.** Landlord and Tenant each warrants and represents for the benefit of the other that it has not dealt with any real estate broker, finder or agent in connection with this Lease.

**21. 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 one hundred twenty (120) days prior to the expiration of the then existing Primary Term or Extension Term) or offering 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. Landlord may place customary "For Sale" signs on the Premises and may place "For Lease" signs on the Premises, in each case, during the above-described one hundred (120) day period.

**22. Mutual Indemnification.** 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.

## **23. Transfers.**

**23.1 Assignment and Subletting.** Except as provided in this Section, Tenant shall not assign this Lease nor sublet any portion of the Premises, without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall have the right, without the consent of Landlord, to assign this Lease or sublet any portion of the Premises to any of its wholly-owned subsidiaries or any successor by merger or purchase of assets. Absent the written agreement of Landlord, no assignment of this Lease or subletting of all or any portion of the Premises shall relieve Tenant of any of the Terms, conditions, covenants and obligations of this Lease on the part of Tenant to be performed.

**23.2 Notice of Sale.** If Landlord sells the Premises, Landlord shall inform Tenant by notice under Sections 28 and 35 hereof.

**24. Holding Over.** If Tenant shall continue to occupy the Premises after the expiration of the Term or the earlier termination 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 one hundred ten percent (110%) of the Rent charged during the last month of the Primary Term or, if applicable, the last exercised Extension Term of the Lease, provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of thirty (30) days' notice to the other.

**25. Quiet Enjoyment.** 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.

## **26. Subordination and Attornment; Estoppel.**

**26.1 Tenant Subordinate.** Tenant covenants and agrees, on the Terms and conditions provided in this Section, that this Lease shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Premises, provided that each mortgagee or beneficiary shall execute and deliver to Tenant a non-disturbance, attornment and subordination agreement stating (in addition to other reasonable Terms, if any) in substance that (i) if Tenant is not in default hereunder, the right of possession of Tenant to the Premises shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to Tenant's right of possession to the Premises under this Lease; and (ii) Tenant shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Premises by a mortgagee or Purchaser and notice to Tenant thereof, and this Lease shall continue in full force and effect between Tenant and such mortgagee or Purchaser. Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

**26.2 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.

**27. 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; (d) repairs and restoration for which Tenant shall not be responsible hereunder; and (e) Tenant's removal of its trade fixtures.

**28. Notices; Computation of Time.** For the purposes of payments of Rent and other amounts payable by Tenant to Landlord hereunder all notices to Tenant shall be sent to:

**Landlord:** Indian Creek Steakhouse Rentals, LLC  
c/o Dillon H. Wickel  
22753 Upper Pleasant Ridge Road  
Wilder, ID 83676

**Tenant:** Indian Creek Steakhouse, LLC  
c/o Emily L. Williams  
711 Main St.  
Caldwell, ID 83605

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) when hand delivered or telecopied (provided that telecopied notices must be confirmed within any applicable time period plus two (2) days by one of the following methods of notice); (b) one (1) business day after mailing by Federal Express or other overnight courier service; or (c) three (3) business days after deposit (or, in the case of any notices sent by Tenant to Landlord for the purpose of exercising rights of first refusal and rights and options to extend the Primary Term or any Extension Term, or to purchase any portion of the Premises or Landlord's right, title and interest therein, upon deposit) in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited telecopier number or such other address or telecopier number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or telecopier number shall be deemed given until received by the party to be notified. Except as otherwise specifically provided herein, in the computation of any period of time which shall be

required or permitted hereunder or under any law for any notice or other communication or for the performance of any Term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**29. Recording.** Intentionally deleted.

**30. Signs.** Tenant shall have exclusive exterior and interior sign rights for the Premises and 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.

**31. Dispute Resolution.**

**31.1 Good Faith.** Except for a Tenant Default under Section 18.1.1, the parties shall attempt in good faith to resolve any controversy arising out of or relating to this Lease promptly by negotiations between authorized representatives of the parties begun by written notice from one party to the other.

**31.2 Mediation.** Except for a Tenant Default under Section 18.1.1, if the controversy has not been resolved within thirty days of the date of written notice thereof under Section 18.1.1, either party may initiate mediation of the controversy or claim in accordance with American Arbitration Association Real Estate Industry Mediation Rules or may proceed directly to arbitration under Section 31.3.

**31.3 Arbitration.** If the matter has not been resolved pursuant to the aforesaid mediation procedure within sixty days of the initiation of such procedure, or if either party refuses to participate in a mediation, the controversy shall be settled by arbitration as follows: either party may initiate such arbitration by delivery of notice to the other setting forth the matter to be determined and naming one arbitrator. The other party, within ten (10) days after such delivery, shall name a second arbitrator and deliver notice thereof to the initiating party. The two (2) arbitrators shall meet promptly and try to resolve the matter, and their written decision shall be final and binding on the parties. If such arbitrators shall fail to reach a decision within thirty (30) days after the appointment of the second arbitrator, such arbitrators shall name a third arbitrator within the succeeding period of five (5) days. The three (3) arbitrators promptly shall meet thereafter for consideration of the matter to be determined, and the written decision of any two (2) arbitrators shall be final and binding on the parties. In the event that the party not initiating the arbitration proceeding fails to appoint a second arbitrator, and/or in the event that two (2) arbitrators appointed are unable to agree upon the appointment of a third arbitrator within the prescribed time, the court of general jurisdiction of the political subdivision in which the Premises shall be located may, within the prescribed time, appoint such second and/or third arbitrator, as the case may be, and the arbitration shall proceed pursuant to this Section. All arbitrators shall be individuals with at least five (5) years substantial experience in negotiating and valuing commercial real property leases and/or with the particular matter subject to arbitration, as appropriate. Arbitration shall be conducted pursuant to the rules then in effect of the American Arbitration Association and the decision of the arbitrators may be entered and

enforced as a judgment in accordance with the applicable laws of the jurisdiction in which the Premises shall be located. Each party shall bear its own attorney fees and expenses and those of the arbitrator it selects. The fees and expenses of the third arbitrator and the arbitration hearing shall be shared equally. The place of arbitration shall be in the County and State where the Premises Site is located. The arbitrators are not empowered to award damages in excess of actual, compensatory damages.

**31.4 Extensions.** All deadlines specified in this Agreement may be extended by mutual agreement.

**31.5 Exclusive Procedures.** Intentionally Deleted.

**32. 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.

**33. Miscellaneous.**

**33.1 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 where the Premises are located; (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.

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

**33.3 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.

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

**33.5 Exhibits control Conflicts.** In the event of any conflict between this Lease and an exhibit, the exhibit shall control.

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

**33.7 Invalidity of Terms.** The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of this Lease.

**33.8 Additional Requirements.** The parties agree to obtain, execute, deliver, and file such additional documents, instruments, and consents as may be reasonably requested by either party, at the sole cost and expense of the requesting party, in order to fully effectuate the terms and conditions of this Lease.

**34. Option to Purchase.**

**34.1 Amount and Time.** Subject to the terms and conditions of this Section 34, Tenant is granted the option to purchase the Leased for the agreed upon and fixed purchase price of \$4,000,000.00. The Option hereby granted may be exercised by Tenant at any time prior to the expiration of the Lease Term.

**34.2 Exercise.** In the event Tenant desires to exercise the Option, Tenant shall give written notice to Landlord not less than thirty (30) days nor more than ninety (90) days prior to the date on which Tenant wishes to close the purchase transaction (the "Closing"). Such Notice shall set out the day upon which Tenant desires to close the purchase of the Premises.

**34.3 Condition of Title.** At Closing, fee title shall be conveyed from Landlord to Tenant by special warranty deed ("Deed"), free and clear of all liens, claims and encumbrances any obligations for which Tenant is responsible pursuant to this Lease, governmental impositions, levies and assessments, any matters of record on the date of execution hereof, any encumbrances caused or suffered by Tenant, any encumbrances hereafter approved by Tenant.

**34.4 Closing Escrow.** Upon receipt of Notice of exercise of the Option herein granted, Landlord shall cause an escrow to be opened (the "Escrow") for the Closing at the offices of TitleOne. Such title company is hereafter referred to as the "Title Company". The Title Company shall serve as the Escrow Agent for the Closing. At closing Tenant shall pay the Option Price in good and immediately available funds in accordance with the terms of the Option.


**34.5 Costs.** Tenant shall pay costs of recording the Deed. Any excise tax levied upon a sale of real property and payable as a result of the purchase shall be paid by Tenant. Each party shall pay their own costs of attorneys and accountants in connection with the Closing. Except as otherwise set out in this Section 34.5, all other costs shall be shared as are customary in commercial real estate purchase/sale transactions in Canyon County, Idaho.

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.

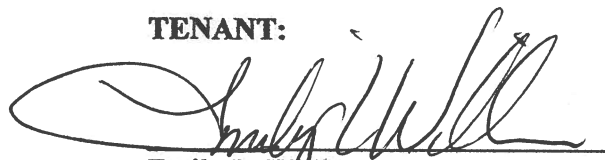
**LANDLORD:**

INDIAN CREEK STEAKHOUSE RENTALS, LLC

By:   
Dillon H. Wickel, Member/Manager

By:   
Jennifer L. Scott, Member/Manager

**TENANT:**

  
Emily L. Williams



**EXHIBIT B**

Legal description of 715 Main St., Caldwell, Idaho 83605

Parcel Number: R0509400000

Brief Legal: 22-4N-3W SW CALDWELL ORIGINAL SE .15' OF LOT 6, ALL OF LOTS 7 & 8  
BLK 76

**EXHIBIT C**

Legal description of 717 Main St., Caldwell, Idaho 83605

Parcel Number: R0509500000

Brief Legal: 22-4N-3W SW CALDWELL ORIGINAL ALL LOTS 9,10,11&12 BLK 76