

POCATELLO DEVELOPMENT AUTHORITY
Agenda for the meeting of
July 19, 2023 – 11:00 a.m.
Council Chambers – Pocatello City Hall
Iwamizawa Conference Room for Executive Session

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with three days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.us, 208.234.6248, or 5815 South 5th Avenue, Pocatello, Idaho.

In the event this meeting is still in progress at 12:00 p.m., a ten-minute recess may be called.

- 1. Call to Order, Roll Call, Disclose Conflicts of Interest and Acknowledgment of Guests.**
- 2. Action Item: Meeting Minutes.** The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes held June 21, 2023, and approve the minutes as written.
- 3. Action Item: IRG NOP Reimbursement No. 5.**
The Board may wish to authorize payment for IRG's OPA Reimbursement No. 5 for phase two balance of Building 16 Tower in the amount of \$292,694.34, documents included with agenda item 4.
- 4. Action Item: Monthly Financial Report, Expenses and Reimbursements.** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- 5. Action Item: Reconsideration of the Professional Services for Eligibility and Economic Feasibility Study.** The Board may wish to hear a reconsideration on Professional Services for Eligibility and Economic Feasibility Study.
- 6. Action Item: Discuss Pocatello Quinn LLC-IRG Second Owner Participation Agreement (OPA).**
The Board may wish to discuss the Pocatello Quinn LLC-IRG Second OPA for the Naval Ordnance Plant Urban Renewal Area Improvement Plan.
- 7. Action Item: Discuss Fiscal Year 2024 (FY24) Budget.** The Board may wish to discuss the proposed FY24 budget.
- 8. Action Item: Discuss Investment Options.** The Board may wish to discuss investing options.
- 9. Calendar Review.** The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
- 10. News for the Good of the Order.** The board may wish to discuss news for the Good of the Order.
- 11. Adjourn Regular Meeting.**

Action Item 2

POCATELLO DEVELOPMENT AUTHORITY
Meeting Minutes for June 21, 2023 at 11:00 A.M.
Council Chambers, 911 N 7th Avenue, Pocatello, Id

AGENDA 2

Agenda Item No. 1: Call to Order and Disclosure of Conflicts of Interest

Chair Villarreal called the meeting to order at approximately 11:00 a.m. No conflicts were disclosed.

Members present: Greg Gunter, Jeff Hough, Jim Johnston, Kirk Lepchenske, Scott Turner and David Villarreal.

Members excused: Mayor Brian Blad and Rick Cheatum.

Unexcused: Nathan Richardson

Others present: Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla and other visitors.

Agenda Item No. 2: Approve the Minutes

The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners regular and executive session meetings held May 17, 2023.

It was moved by **J. Johnston** and seconded by **K. Lepchenske** to approve the minutes as written from the regular and executive session meetings held May 17, 2023. Those in favor were J. Hough, G. Gunter, J. Johnston, K. Lepchenske, N. Richardson, S. Turner and D. Villarreal. Unanimous. Motion Carried.

Agenda Item No. 3: Discuss an amendment to the Disposition and Development Agreement (DDA) and the Deed Exceptions and Covenants with Portneuf Capital LLC and Great Western Malting, and discuss Resolution 23-002.

The Board may wish to discuss the amendment to the DDA and Deed Exception and Covenants with Portneuf Capital LLC (PC) and Great Western Malting (GWM) and the Resolution 23-002.

McLane stated that a portion of land, approximately eight (8) acres (more or less) will be sold by PC to GWM that land is subject to the DDA put in place when PC purchased the property. The DDA remains on the land and does requires GWM to adhere to some portions of the DDA. GWM is here and can provide more information on future expansion opportunities.

Meghan Conrad, PDA Attorney, explained that this area includes two parcels within the plan boundaries, one parcel is 8.32 acres and the second parcel is 0.38 acres and will be subject to the Urban Renewal Plan and is also subject to the terms of the DDA. The exceptions and the release of certain provisions of the DDA is specifically related to excusing development by Great Western Malting, subject to the specific conditions that are outlined in the developer's original response to the competitive process. Developer, PC is developing an industrial park and rehabbing some of the space within there plan boundaries. GWM intends to use the property they are requiring for future expansion of its malt processing facility and installation of its waste water treatment facility and uses incidental to such facility. GWM does not want to be bound to the response PC originally attached to the DDA, as well as the development timeline.

PC has indicated it will use the land sale proceeds to continue to make improvements within the boundaries of the reduced site within the project area.

does not want to be held responsible for Portneuf Capital LLC's DDA requirements, thus creating the amendment to Portneuf Capital LLC's DDA and Deed Exceptions and Covenants.

Johnston asked Conrad if there are any financial consequences to the PDA because of this transaction. **Conrad** stated this transaction would not negatively impact, because its still within the boundaries of the revenue allocation area. There is future taxable development on the site prior to termination of district in 2031. There would be additional revenues generated that would flow to the PDA; to the extent development occurs post 2031, post termination of this project area, then the taxable value returns to general tax rolls. This was an area that PC was not interested in developing anyway.

Turner asked if future tax increment generated for this area would that be proportionately available to the owners based on space by proportion. **Conrad** stated the payments have been paid, and this will only be related to the property.

Gunter asked about reimbursements by GWM. **Conrad** stated there was an original Owner Participation Agreement (OPA) with PC and the reimbursements have been completed. At this time, the PDA is collecting revenues not subject to any reimbursement agreement at this time. There will not be an OPA with GWM. This is just addressing the conveyance of the property from PC to GWM.

Gunter clarified that the expansion of the malting plan nor the waste water treatment plant will come before the PDA for reimbursement. **Conrad** noted that this has not been part of any discussions and is not contemplated at this time. **McLane** stated that the property is within the district and if GWM chooses to ask for an OPA in the future they could as an active participant; they would follow the same process as PC.

Discussion ensued between Board members.

It was moved by **J. Johnston** and seconded by **S. Turner** to approve Resolution 23-002, authorizing the execution of the partial release, subject to the conditions stated in the Resolution between Portneuf Capital LLC and Great Western Malting. Those in favor were J. Hough, G. Gunter, J. Johnston, K. Lepchenske, N. Richardson, S. Turner and D. Villarreal. Unanimous. Motion Carried.

Agenda Item 4: Monthly Financial Report, Expenses and Reimbursements.

The Board may wish to approve the monthly financial report, expenses and reimbursements.

Sparks this is the first month of the LGIP investments in place, and if the Board noticed, the interest increased significantly.

It was moved by **K. Lepchenske** and seconded by **J. Johnston** to approve the financial report, expenses and reimbursements as presented. Those in favor were J. Hough, G. Gunter, J. Johnston, K. Lepchenske, N. Richardson, S. Turner and D. Villarreal. Unanimous. Motion Carried.

Agenda Item 5: Discuss RFP - Professional Services for Eligibility and Economic Feasibility Study.

The Board may wish to discuss and then approve an applicant for the RFP for the Professional Services for Eligibility and Economic Feasibility Study.

McLane stated RFPs were sent out for the Professional Services for Eligibility and Economic Feasibility Study, and we received two proposals, included in the agenda packet for review. McLane wants to discuss with Boards and select one of the proposals and get direction to move forward with the project.

Discussion ensured between Board members and McLane regarding the proposals.

It was moved by **G. Gunter** and seconded by **S. Turner** to accept the proposal from SB Friedman and authorize McLane as Executive Director to move forward and establish a working arrangement and timeline to complete the work for the Eligibility and Economic Feasibility Study project. Those in favor

were J. Hough, G. Gunter, J. Johnston, K. Lepchenske, N. Richardson, S. Turner and D. Villarreal. Unanimous. Motion Carried.

Agenda Item 6: Discuss Fiscal Year 2024 (FY24) Budget. The Board may wish to discuss the FY24 budget.

McLane noted the Board needs take the steps to discuss the FY24 Budget and set dates for review, public hearing, finalize and then publish the approved budget. The Board agreed to discuss the FY24 Budget during the July meeting, and schedule the Public hearing and approval of the Budget during the August meeting, and Thane will publish the approved budget by the filing deadline. The preliminary budget will be discussed with the Chair and Vice Chair before the July meeting.

Agenda Item 7: Discuss Investment Options.

The Board may wish to discuss investing options.

Sparks has contacted a few banks and DL Evans was interested to meet with the PDA. Sparks noted the ELG is doing well now, and he will continue to look for other investment options. There is a significant difference of interest rates between banks and LGIP; banks have a .05 interest rate compared to the 4.0 interest rate of LGIP.

MiaCate Kennedy of Bannock Development Corporation provided an update of possible development.

Villarreal asked McCulla to identify a date that Kennedy can meet with the PDA to present potential business ventures and properties.

Agenda Item 8: Calendar Review.

The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.

Nothing was reported.

Agenda Item 9: News for the Good of the Order.

The board may wish to discuss news for the Good of the Order.

Johnston Salvation Army is celebrating 125 years, and asked if there is anything the PDA could do to help the charities and the homeless issues.

Agenda Item 10: Adjourn Regular Meeting.

With no further business, **Chair Villarreal** adjourned the meeting at 12:17 p.m.

Submitted by: _____ Approved on: _____
Aceline McCulla, Secretary

Action Item 3

CONFIRMATION OF AGENCY REIMBURSEMENT NO. 5

This Confirmation of Agency Reimbursement No. 5 (“Confirmation”) is entered into between the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company authorized to do business in the State of Idaho (hereinafter “Participant”). Collectively, Agency and Participant may be referred to as the “parties.” The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Owner Participation Agreement by and between the Agency and Participant with an effective date of April 20, 2022 (the “OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the OPA and as specifically identified below, shall be Two Hundred Ninety-Two Thousand Six Hundred-Ninety-Four Dollars and 34/100 dollars (\$ 292,694.34) (the “Agency Reimbursement”) for the [identify Agency Funded Public Improvements subject to reimbursement in this Confirmation]. All capitalized terms not otherwise set forth herein shall have those meanings set forth in the OPA.

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date, pursuant to the Reimbursement Procedure set forth in the OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the OPA are less than the total Agency Reimbursement.

If the Agency Reimbursement is not fully funded by December 31, 2030, or the date upon with the Urban Renewal Plan and Project Area terminates, whichever is earlier, the Agency will not be obligated to make any additional payments.

To the extent there is more than one Confirmation of Agency Reimbursement between the parties pursuant to the OPA, then payment will be applied to the Confirmation with the earliest Effective Date first, until paid in full, or until December 31, 2030, or upon termination of the Urban Renewal Plan, whichever occurs first as provided in the OPA.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall first be paid from the existing revenue allocation proceeds, if any, collected within the Naval Ordnance Plant Urban Renewal Area Improvement Plan revenue allocation area (the "Site") pursuant to the terms and conditions set forth in the OPA. If existing revenue allocation proceeds are not sufficient to pay the Confirmation in full as of the Effective Date, the Participant shall be paid from revenue allocation proceeds received over time from the Site during the Reimbursement Term.

Except as expressly modified above, the terms and conditions of the OPA are still binding on Agency and Participant as set forth in such OPA. In the event of a conflict between this Confirmation and the OPA, the OPA shall control.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO a/k/a POCATELLO DEVELOPMENT AUTHORITY

By: _____, Chair


Date: _____

ATTEST:

By: _____, Secretary

PARTICIPANT:

POCATELLO QUINN, LLC, a Delaware limited liability company.

By: Debra A. Harrell 

Date: 7/11/23

Submit Date: 07/03/2023

AGENCY REIMBURSEMENT NO. 5

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 08/08/2022	Draw #2 09/13/2022	Draw #3 11/07/2022	Draw #4 12/05/2022	Draw #5 07/03/2023	Total Drawn to Date	% Drawn	Balance to Complete
Initial TIF Reimbursement Amount												
TIF Reimbursement	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Subtotal	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Building 13 Improvements												
Windows	59,451.00			59,451.00			59,451.00			59,451.00	100.00%	0.00
Paint	41,350.00			41,350.00			41,350.00			41,350.00	100.00%	0.00
IRGRA Project Fee - 4%	4,032.04			4,032.04			4,032.04			4,032.04	100.00%	0.00
IRGRA General Conditions - 2%	2,016.02			2,016.02			2,016.02			2,016.02	100.00%	0.00
Building 13 Totals	106,849.06		0.00	106,849.06			106,849.06		0.00	106,849.06	100.00%	0.00
Building 16 Improvements												
Façade	65,000.00	207,054.23		272,054.23				272,054.23		272,054.23	100.00%	0.00
Windows	149,760.00		114,979.00	264,739.00			149,760.00	114,979.00		264,739.00	100.00%	0.00
Paint	142,475.00		177,715.34	320,190.34			142,475.00	177,715.34		320,190.34	100.00%	0.00
GC General Conditions	55,650.25	32,461.98		88,112.23			88,112.23			88,112.23	100.00%	0.00
IRGRA Project Fee - 4%	16,515.41	9,580.65		26,096.06			26,096.06			26,096.06	100.00%	0.00
IRGRA General Conditions - 2%	8,257.71	4,790.32		13,048.03			13,048.03			13,048.03	100.00%	0.00
Building 16 Totals	437,658.37	253,887.18	292,694.34	984,239.89			691,545.55	292,694.34		984,239.89	100.00%	(0.00)
Building 36 Improvements (Tower)												
Façade	45,000.00	(43,800.00)		1,200.00	1,200.00					1,200.00	100.00%	0.00
Paint	118,844.00			118,844.00	118,844.00					118,844.00	100.00%	0.00
GC General Conditions	55,648.25	(2,963.75)		52,684.50	52,684.50					52,684.50	100.00%	0.00
IRGRA Project Fee - 4%	8,779.69			8,779.69	8,779.69					8,779.69	100.00%	0.00
IRGRA General Conditions - 2%	4,389.84			4,389.84	4,389.84					4,389.84	100.00%	0.00
Building 36 Totals	232,661.78	(46,763.75)	0.00	185,898.03	185,898.03					185,898.03	100.00%	0.00
Building 37 Improvements												
Façade	45,000.00	(43,800.00)	0.00	1,200.00		1,200.00				1,200.00	100.00%	0.00
Paint	125,804.00	1,840.00	0.00	127,644.00		127,644.00				127,644.00	100.00%	0.00
GC General Conditions	55,648.25	(5,378.75)	0.00	50,269.50		50,269.50				50,269.50	100.00%	0.00
IRGRA Project Fee - 4%	9,058.09	(1,893.55)	0.00	7,164.54		7,164.54				7,164.54	100.00%	0.00
IRGRA General Conditions - 2%	4,529.05	(946.78)	0.00	3,582.27		3,582.27				3,582.27	100.00%	0.00
Building 37 Totals	240,039.39	(50,179.08)	0.00	189,860.31		189,860.31				189,860.31	100.00%	0.00
Building 38 Improvements												
Façade	45,000.00	(38,700.80)	0.00	6,299.20		6,299.20				6,299.20	100.00%	0.00
Paint	116,291.00			116,291.00		116,291.00				116,291.00	100.00%	0.00
GC General Conditions	55,648.25	(15,917.96)	0.00	39,730.29		39,730.29				39,730.29	100.00%	0.00

Submit Date: 07/03/2023

AGENCY REIMBURSEMENT NO. 5

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 08/08/2022	Draw #2 09/13/2022	Draw #3 11/07/2022	Draw #4 12/05/2022	Draw #5 06/30/2023	Total Drawn to Date	% Drawn	Balance to Complete
IRGRA Project Fee - 4%	8,677.57	(2,184.75)	0.00	6,492.82		6,492.82				6,492.82	100.00%	0.00
IRGRA General Conditions - 2%	4,338.79	(1,092.38)	0.00	3,246.41		3,246.41				3,246.41	100.00%	0.00
Building 38 Totals	229,955.61	(57,895.89)	0.00	172,059.72		172,059.72				172,059.72	100.00%	0.00
Project Contingency	391,742.80	(99,048.46)	(292,694.34)	0.00						0.00	#DIV/0!	0.00
Subtotal	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	(0.00)
Total Budget	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
SOURCES												
TIF Reimbursement	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Total Funds	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286
 FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Portneuf Road
 Pocatello, Idaho 83204

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

APPLICATION #: 1601
 PERIOD TO: 08/30/22
 PROJECT NOS:

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

VIA ARCHITECT:
 N/C

CONTRACT DATE: 08/15/22

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	353,498.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		103,000.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	10,300.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	10,300.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	92,700.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	0.00
8. CURRENT PAYMENT DUE-----	\$	92,700.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	260,798.00

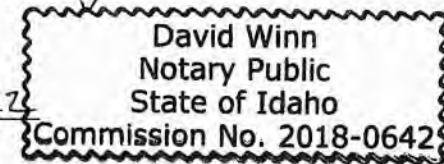
CONTRACTOR:

By: Johansen LLC Tom Johansen Date: Aug 30/22

State of: IDAHO
 County of: BENNETT

Subscribed and sworn to before
 me this 30th day of AUGUST 2022

Notary Public: David Winn
 My Commission expires: 4/11/2024



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1601
 APPLICATION DATE: 08/29/22
 PERIOD TO: 08/30/22
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	0.00	103,000.00		103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	0.00	0.00		0.00	0%	238,519.00	0.00
3		0.00	0.00	0.00			0%	0.00	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
8		0.00	0.00	0.00					
9		0.00	0.00	0.00					
10		0.00	0.00	0.00					
11		0.00	0.00	0.00					
12		0.00	0.00	0.00					
13		0.00	0.00	0.00					
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26									
27									
28									
SUBTOTALS PAGE 2		353,498.00	0.00	103,000.00	0.00	103,000.00	29%	250,498.00	10,300.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

APPLICATION #: 1602
 PERIOD TO: 10/30/22
 PROJECT NOS:

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Partneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:
 N/C

CONTRACT DATE: 08/15/22

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

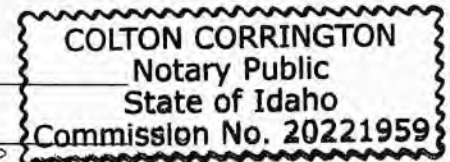
1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	9,632.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	363,130.97
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		145,680.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	14,568.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	14,568.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	131,112.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	92,700.00
8. CURRENT PAYMENT DUE-----	\$	38,412.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	232,018.97

CONTRACTOR:

By: Johansen LLC Tom Johansen Date: 10-6-22

State of: Idaho
 County of: Bannock
 Subscribed and sworn to before
 me this 6th day of October

Notary Public: Colton Corrington
 My Commission expires: 4-18-2028



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$9,632.97	\$0.00
NET CHANGES by Change Order	\$9,632.97	

CONTINUATION SHEET

TACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1602
 APPLICATION DATE: 09/30/22
 PERIOD TO: 10/30/22
 ARCHITECT'S PROJECT NO:

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	Windows (0880)	114,979.00	103,000.00			103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	0.00	42,680.00		42,680.00	18%	195,839.00	4,268.00
3	Building 13 - Additional Work	9,632.97	0.00	0.00			0%	9,632.97	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
8		0.00	0.00	0.00					
9		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		363,130.97	103,000.00	42,680.00	0.00	145,680.00	40%	217,450.97	14,568.00

CONTINUATION SHEET

TACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows

APPLICATION NUMBER: 1602
 APPLICATION DATE: 09/30/22
 PERIOD TO: 10/30/22

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho
COUNTY OF Bannock

Whereas, Johansen LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as TIF Painting+Windows Phase 2 Bldg # 116 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

Fifty two thousand six

PARTIAL WAIVER: Upon receipt of the sum of hundred eighty dollars ^{NY} 42,180⁰⁰ ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of _____ (\$ _____) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

Given under hand and seal this 6th day of October 2022.

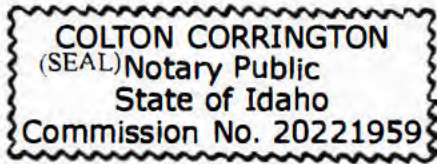
CONTRACTOR:

Johansen LLC
a(n) _____

Signed: Tom Johansen

By: Tom Johansen

Title: Owner

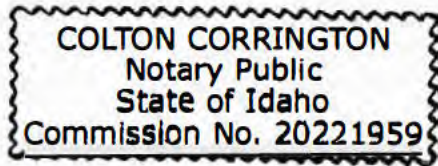


SUBSCRIBED AND SWORN TO before me this 6th day of October 20 22.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 4-18-2028

[Signature]
Signature of Notary Public



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286
 FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Parneuf Road
 Pocatello, Idaho 83204

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

VIA ARCHITECT:
 N/C

APPLICATION #: 1603
 PERIOD TO: 12/30/22
 PROJECT NOS:

CONTRACT DATE: 08/15/22

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	9,632.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	363,130.97
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		282,680.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	28,268.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	28,268.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	254,412.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	131,112.00
8. CURRENT PAYMENT DUE-----	\$	123,300.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	108,718.97

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$9,632.97	\$0.00
NET CHANGES by Change Order	\$9,632.97	

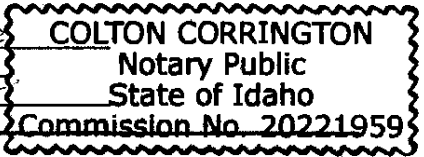
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Tom Johansen Date: Dec 15-22

State of: Idaho
 County of: Bannock

Subscribed and sworn to before me this 15 day of December



Notary Public: Colton Corrington
 My Commission expires: 4-18-2028

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
TIF Painting and Windows
Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1603
APPLICATION DATE: 12/15/22
PERIOD TO: 01/30/23
ARCHITECT'S PROJECT NO:

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	G		Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	103,000.00			103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	42,680.00	137,000.00		179,680.00	75%	58,839.00	17,968.00
3	Building 13 - Additional Work	9,632.97	0.00	0.00			0%	9,632.97	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
8		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		363,130.97	145,680.00	137,000.00	0.00	282,680.00	78%	80,450.97	28,268.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286
FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Partneuf Road
 Pocatello, Idaho 83204
CONTRACT FOR: Phase 2-Balance of Bldg 16

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03
VIA ARCHITECT:
 N/C

APPLICATION #: 1604
PERIOD TO: 01/30/23
PROJECT NOS:
CONTRACT DATE: 08/15/22

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM -----	\$	<u>353,498.00</u>
2. Net change by Change Orders -----	\$	<u>44,458.97</u>
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	<u>397,956.97</u>
4. TOTAL COMPLETED & STORED TO DATE -\$		<u>327,138.97</u>
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. <u>10.0%</u> of Completed Work	\$	<u>32,713.90</u>
(Columns D+E on Continuation Sheet)		
b. <u>10.0%</u> of Stored Material	\$	<u>0.00</u>
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet-----	\$	<u>32,713.90</u>
6. TOTAL EARNED LESS RETAINAGE -----	\$	<u>294,425.07</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----	\$	<u>254,412.00</u>
8. CURRENT PAYMENT DUE -----	\$	<u>40,013.07</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	<u>103,531.90</u>

CONTRACTOR:
 By: Tam Johansen Date: 1-16-23

State of: Idaho
 County of: Cassia
 Subscribed and sworn to before
 me this 16 day of January
 Notary Public: Sabrina Connelly
 My Commission expires: 12/16/2028

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,632.97	
Total approved this Month	\$34,826.00	
TOTALS	\$44,458.97	\$0.00
NET CHANGES by Change Order	\$44,458.97	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1604
 APPLICATION DATE: 01/13/23
 PERIOD TO: 01/30/23
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	103,000.00			103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	179,680.00			179,680.00	75%	58,839.00	17,968.00
3	Building 13 - Additional Work	9,632.97	0.00	9,632.97		9,632.97	100%	0.00	963.30
4	Building 16 - Additional Work	34,826.00	0.00	34,826.00		34,826.00	100%	0.00	3,482.60
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
8		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		397,956.97	282,680.00	44,458.97	0.00	327,138.97	82%	70,818.00	32,713.90

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho

COUNTY OF Bannock

Whereas, Johansen LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as Paint + Windows Phase 2 Bldg # 116 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of Forty thousand thirteen dollars & 17/100s 40,013.07 ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of _____ (\$ _____) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

[Remainder of page intentionally left blank.]

Given under hand and seal this 16 day of January 20 23.

CONTRACTOR:

Johnson LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
(SEAL) Commission # 20225855

Signed: Tom Johnson

By: Tom Johnson

Title: Owner

SUBSCRIBED AND SWORN TO before me this 16 day of January 20 23.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/16/2028

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC** ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 16** ("Project") which is located in **Bannock County** at **669 West Quinn Road in Pocatello, Idaho 83202** referred to as the ("Property"), and is owned by **Pocatello Quinn, LLC** ("Owner").

PARTIAL WAIVER: Upon the receipt of the sum of \$ 40,013.07 ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the ("Current Date") 1/16/23 and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

Given under hand and seal this 16th day of January 2023.

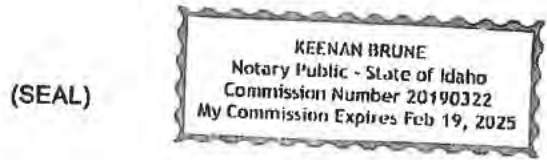
SUBCONTRACTOR:

Big Bear Home Repair Inc.

Signed: [Signature]

By: Chad Beard

Title: President



(SEAL)

SUBSCRIBED AND SWORN TO before me the 16 day of January 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 2-19-25

[Signature]
Signature of Notary Public

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

APPLICATION #: 1605 - FINAL
PERIOD TO: 06/30/23
PROJECT NOS: |

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Portneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:

CONTRACT DATE: 08/15/22

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM -----	\$	353,498.00
2. Net change by Change Orders -----	\$	44,458.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	397,956.97
4. TOTAL COMPLETED & STORED TO DATE -\$ (Column G on Continuation Sheet)		397,956.97
5. RETAINAGE:		
a. 0.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	0.00
b. 0.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)-----	\$	0.00
6. TOTAL EARNED LESS RETAINAGE ----- (Line 4 less Line 5 Total)	\$	397,956.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	294,425.07
8. CURRENT PAYMENT DUE -----	\$	103,531.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Tom Johansen Date: June 8, 2023

State of: Idaho
 County of: Bannock
 Subscribed and sworn to before
 me this 8 day of June

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

Notary Public: Sabrina Connelly
 My Commission expires: 12/16/28

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$44,458.97	
Total approved this Month	\$0.00	
TOTALS	\$44,458.97	\$0.00
NET CHANGES by Change Order	\$44,458.97	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

TIF Painting and Windows

Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1605-FINAL

APPLICATION DATE: 06/08/23

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			D From Previous Application (D + E)	E This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	103,000.00	11,979.00		114,979.00	100%	0.00	0.00
2	Exterior Painting (12000)	238,519.00	179,680.00	58,839.00		238,519.00	100%	0.00	0.00
3	Building 13 - Additional Work	9,632.97	9,632.97			9,632.97	100%	0.00	0.00
4	Building 16 - Additional Work	34,826.00	34,826.00			34,826.00	100%	0.00	0.00
5						0.00	0%	0.00	0.00
6						0.00	0%	0.00	0.00
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		397,956.97	327,138.97	70,818.00	0.00	397,956.97	100%	0.00	0.00

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho

COUNTY OF Bannock

Whereas, Johansen, LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as TIF Painting and Windows Phase 2 Balance of bldg 16 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of _____ (\$ _____) ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of thirty one dollars & 90/100— (\$ 103,531.90) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

Given under hand and seal this 8 day of June 2023.

CONTRACTOR:

Johanson LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

Signed: Tom Johanson

By: Tom Johanson

Title: Owner

SUBSCRIBED AND SWORN TO before me this 8 day of June 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/14/28

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 16** ("Project") which is located in Bannock County at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

UNCONDITIONAL WAIVER: The Subcontractor represents that all employees, laborers, material men, and sub-consultants employed by the Subcontractor in connection with the Project and all bills previously paid by General Contractor for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Subcontractor in connection with the execution of the Subcontractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Subcontractor to such parties. The Subcontractor further waives and releases any and all liens or claims of liens and all claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. The Subcontractor further agrees to indemnify, defend and hold harmless the General Contractor, Owner, Project, and the the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

Given under hand and seal this 7 day of June 2023.

SUBCONTRACTOR: Big Bear Home Repair

Signed: [Signature]

(SEAL)

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 7 day of June 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/16/28

[Signature]
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

Big Bear Home Repair ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with

Johansen LLC ("General Contractor") for the project known as TIF Printing & Windows Bldg #16 ("Project") which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

FINAL WAIVER: Upon the receipt of the sum of \$ 61,216.52 ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the ("Current Date") 6/7/23 and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

Given under hand and seal this 7 day of June 2023.

SUBCONTRACTOR:

Big Bear Home Repair

Signed: [Signature]

(SEAL)

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 7 day of June 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/16/28

[Signature]
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 16** ("Project") which is located in Bannock County at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

UNCONDITIONAL WAIVER: The Subcontractor represents that all employees, laborers, material men, and sub-consultants employed by the Subcontractor in connection with the Project and all bills previously paid by General Contractor for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Subcontractor in connection with the execution of the Subcontractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Subcontractor to such parties. The Subcontractor further waives and releases any and all liens or claims of liens and all claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. The Subcontractor further agrees to indemnify, defend and hold harmless the General Contractor, Owner, Project, and the the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

Given under hand and seal this 16th day of January 2023.

SUBCONTRACTOR: Big Bear Home Repair Inc.



Signed: [Signature]

By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 16 day of January 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 2-19-25

[Signature]
Signature of Notary Public

Amount: 233,876.04

Pocatello Quinn, LLC
c/o IRG Realty Advisors, LLC
4020 Kinross Lakes Parkway, #200
Richfield, OH 44286

Date 10/13/2022
Check No. [REDACTED]
Check Amount 233,876.04

Two Hundred Thirty Three Thousand Eight Hundred Seventy Six AND 04/100 Dollars

Pay to the order of
VOID IF NO CASH WITHIN 180 DAYS WITHIN DATE OF ISSUANCE

Johansen LLC
8173 West Portneuf RD
Pocatello, ID 83204

DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE

ENDORSE CHECK HERE
X *Johansen LLC*
for deposit only
DATE 10/18/2022
CHECK AFTER MOBILE OR REMOTE DEPOSIT



Document 04817 - 11 Security Features

- Document checks are Check-21 compliant
- Prints "VOID" on front when duplicated
- Patented background technology ensures document Security Printing is printed on front of check
- Watermark on back can be seen when check is held on an angle
- Open reactive ink on watermark changes color when photocopied with black
- Micro print on back is part of the watermark
- Micro print on front of the Document is difficult to copy
- Authentication back of check is difficult to copy
- Endorsement area prints "VOID" when duplicated
- Security Printing: But also tamper-resistant features

Search base for verification number

Absence of any of these features may indicate alteration. © 2008 by a registered firm in the Check Payment System's trademark.

Database:
BANK: [REDACTED]

Check Register
IRG Realty Advisors LLC
[REDACTED]

Page: 6
Date: 6/30/2023
Time: 11:11 AM

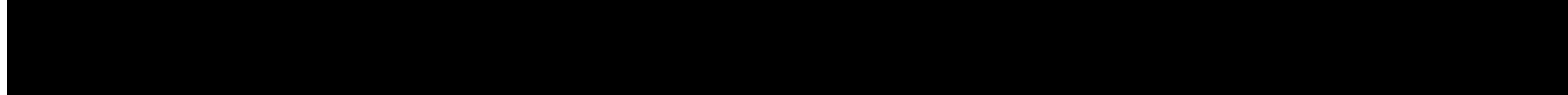
6/1/2023 Through 6/30/2023

Check #	Check Date	Check Pd	Vendor/Alternate Address ID	Vendor Name	Invoice	Invoice	Discount	Check		
Entity	Reference	Add Reference	PO Nbr Batch ID	Account Nbr	Invoice Number	Date	Due Date	Amount	Amount	Amount



Check #	Check Date	Check Pd	Vendor/Alternate Address ID	Vendor Name	Invoice	Invoice	Discount	Check		
Entity	Reference	Add Reference	PO Nbr Batch ID	Account Nbr	Invoice Number	Date	Due Date	Amount	Amount	Amount
288001109	6/22/2023	06/23	JOHANS	Johansen LLC						
2880	05/23 Maintenance	2880 - 05/23 Maintenance	00057370	5500-301	2114 Maintenance	5/8/2023	6/7/2023	5,974.00	0.00	5,974.00
2880	Bldg #3 Move	2880 - Bldg #3 Move	00057370	5500-013	2113.	2/20/2023	3/22/2023	1,820.00	0.00	1,820.00
2880	Double Sided Sign	2880 - Double Sided Sign	00057370	5500-040	2681	5/25/2023	6/24/2023	934.23	0.00	934.23
2880	BLDG 38 Door	2880 - BLDG 38 Door	00057370	1300-350	2127 38 Door	4/7/2023	5/7/2023	54,870.00	0.00	54,870.00
2880	TIF	2880 - Windows	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	11,979.00	0.00	11,979.00
2880	B16 Repaired & Ancho	2880 - Down & Compres:	00057370	5500-011	2137 16 Fire	4/11/2023	5/11/2023	4,285.44	0.00	4,285.44
2880	TIF	2880 - Exterior Painting	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	58,839.00	0.00	58,839.00
2880	TIF	2880 - Windows - Retain:	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	10,300.00	0.00	10,300.00
2880	TIF	2880 - Exterior Painting -	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	17,968.00	0.00	17,968.00
2880	TIF	2880 - Add'al Work Retai	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	4,445.90	0.00	4,445.90

Check Total: 171,415.57 0.00 171,415.57



IRGLLC

** All values are subject to verification and adjustments. **

Balance and Transaction Report - [REDACTED]

Transaction Date: 06/27/2023

Date Range: 06/26/2023 - 06/28/2023

Account Name: **Pocatello Quinn, LLC** Last Updated: 06/28/2023
 Account Number: [REDACTED] 05:00 AM EDT
 Currency: USD - US DOLLAR
 Bank: [REDACTED]

SUMMARY	Ledger	Same Day	Next Day	2 Or More Days
Opening	611,751.76	611,301.65	675.11	0.00
Credits: (1)	536.27	0.00	375.39	160.88
Debits: (2)	215,086.17	215,086.17	0.00	0.00
Closing	397,201.86	396,151.36	1,050.50	160.88

SUMMARY OF OTHER BALANCES

AVG CLOSING AVL BAL PREV MNTH	860,786.28
AVG CLOSING AVAILABLE BAL MTD	922,246.74
AVG CLOSING AVAILABLE BAL YTD	1,079,282.43
TOTAL FLOAT	1,211.38
AGGREGATE FLOAT ADJUSTMENT	160.88
CLOSING BALANCE - 3+ DAYS FLT	0.00
OPENING ON 06/28/2023	397,201.86
TOTAL OTHER CHECK DEPOSITS	536.27
TOTAL CHECKS PAID	215,086.17

Credits

Tran. Date	Description	Customer Ref.	Bank Ref.	Credit Amount	Report Time (ET)
06/27/2023	REMOTE ONLINE DEP	[REDACTED]	[REDACTED]	536.27	05:00 AM
06/27/2023	1 Day Available:	375.39			
	2 Days Available:	160.88			
	REMARK:	REMOTE ONLINE DEPOSIT			
Credit Totals:	1 item			536.27	

Debits

Tran. Date	Description	Customer Ref.	Bank Ref.	Debit Amount	Report Time (ET)
06/27/2023	CHECK	[REDACTED]	[REDACTED]	171,415.57	11:20 AM
06/27/2023	CHECK NO:	[REDACTED]			
06/27/2023	CHECK	[REDACTED]	[REDACTED]	43,670.60	03:20 PM
06/27/2023	CHECK NO:	[REDACTED]			
Debit Totals:	2 items			215,086.17	

Online Report

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Pocatello Quinn, LLC
 c/o IRG Realty Advisors, Agent
 4020 Kinross Lakes Pkwy
 Suite 200

Date: 6/22/2023 Check No: [REDACTED] Check Amount: 171,415.57

One Hundred Seventy One Thousand Four Hundred Fifteen AND 57/100 Dollars

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

PAY TO THE ORDER OF:
 JOHANSEN LLC
 8173 WEST PORTNEUF RD
 POCATELLO, ID 83204

[Signature]

11 Document 04517 - 11 Security Features

Scratch box to verification num

- Document checks are Check-21 compliant
- Prints "VOID" on front when duplicated
- Patterned background helps prevent counterfeits
- Security warning is printed on front of check
- Watermark, on back, can be seen when check is held on an angle
- Can receive ink on watermark, changes color when scratched with a coin
- Check verification number is part of the watermark
- Microprint contains the Document name and is difficult to copy
- An-inked backer detects splicing of information
- Endorsement area prints "VOID" when duplicated
- Security Features Box is a tamper resistant structure

Absence of any of these features may indicate alteration.

Form 1001 (12/22) © 2022 IRG Realty Advisors, Agent

06/26/2023

ENDORSE HERE

[Signature]

X JOHANSEN LLC

[Signature]

DATE: 06/26/2023

DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT

Action Item 4

**Pocatello Development Authority
 Monthly Finance Report
 July 19, 2023
 Fiscal Year 2023**

AGENDA 4

Expenditure Approvals:

Checks to be ratified:

Vendor	Check #	Amount
--------	---------	--------

Checks to be approved:

Vendor	Check #	Amount	
ICCU VISA	dbt23-6	164.23	lunch (Goody's Deli)
City of Pocatello	1486	1,431.77	staff reimbursement, copies, supplies
Thane Sparks	1487	1,200.00	July services
Elam & Burke	1488	2,350.00	inv#202704 (1,732.50), 202705 (292.50), 202706 (325.00)
Pocatello Quinn, LLC	1489	292,894.34	IRG reimbursement No. 5 (NOP)

Cash Balances as of July 19, 2023

	General Fund		Naval Ordinance		North Portneuf		Airport		Northgate		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash	1,090,731.80		53,211.22		1,619,955.10		-2,577.37		351,840.12		3,113,160.87	
Income												
Administrative fees	69,629										69,629	0.00
Property taxes		8,808.66	263,050	116,808.94	35,999	56,038.62	99,926	41,293.25	10,609	301,939.89	409,584	524,889.36
Note payments		5,519.67									-	5,519.67
Interest income	3,508	7,926.61	1,614	2,739.27	1,866	11,709.74	600	77.03	33	1,162.58	7,621	23,615.23
Other		20.00									-	20.00
Total Income	73,137	22,274.94	264,664	119,548.21	37,865	67,748.36	100,526	41,370.28	10,642	303,102.47	486,834	554,044.26
Expense												
Administrative expense			44,719		6,120		16,987		1,804		69,630	0.00
Luncheon costs	2,000	1,674.99									2,000	1,674.99
Office expenses	300	272.77									300	272.77
Dues and memberships											-	0.00
Insurance	7,500	3,694.50									7,500	3,694.50
Training and Travel												0.00
City admin charges	9,100	18,519.39									9,100	18,519.39
Professional services	48,000	28,503.00		1,363.00			29,331.76		1,727.00		48,000	60,924.76
Economic Development Grants		84,941.00										84,941.00
Non-capital Infrastructure	1,143,113		1,802,996	1,091,088.95	1,579,785		129,430		42,663		4,697,987	1,091,088.95
Total Expense	1,210,013	137,605.65	1,847,715	1,092,451.95	1,585,905	0.00	146,417	29,331.76	44,467	1,727.00	4,834,517	1,261,116.36

PDA Luncheon for July 19, 2023

Goody's Deli

905 S 5th Avenue
Pocatello, ID 83201

Phone: 208-233-9210 Contact: Chase, GM, email: goodysdeli2022@gmail.com

City of Pocatello Tax Exempt ID: 82-6000244

Deliver to 911 N 7th Avenue, City Hall Council Chambers by 10:45 a.m.

PDA Contact: Aceline McCulla mobile: 406.202.6444, Office line: 208.234.6184

Items	Qty	Each Cost	Totals
#3 Italian Supreme & Pepper Jack	1	\$ 8.49	\$ 8.49
#2 Salami, Black Forest Ham & Pepper Jack	1	\$ 8.49	\$ 8.49
#6 Goody's Club Ham, Turkey & Pepper Jack	3	\$ 8.49	\$ 25.47
#8 Ham & Swiss	2	\$ 8.49	\$ 16.98
#9 Turkey & Pepper Jack	3	\$ 8.49	\$ 25.47
#13 Roast Beef & Pepper Jack	4	\$ 8.49	\$ 33.96
Chips - 2 Cool Ranch, 2 S&O, 3 Jalep, 2 Nacho & 3 Harv Ched	12	\$ 1.50	\$ 18.00
TOTAL FOOD (verify prices)			\$ 136.86
Gratuuity 20% of food			\$ 27.37
Delivery Charge, Zero if over \$100, \$10 if under \$100			\$ -
TOTAL CHECK AMOUNT			\$ 164.23

INSTRUCTION NOTES:

- 1) All sandwiches dry, provide mayo & mustard packets on side
- 2) Cut all sandwiches in half and please label each sandwich to identify type

Project selection

From project : PDA001 To project : PDA001

Type : O (O=Only, R=Range, S=Selective)

Description begins with :
Description contains . :

From project estimate . . : .00 To project estimate . . : 99,999,999,999.99

From project type : To project type : 99

From project sub-type . . : To project sub-type . . : 99

Sequence options

OPTION: 3 Project

Project options

Print projects without detail (Y/N/O) : Y
Print inactive projects (Y/N) : Y
Print budget projects (Y/N) : Y
Print projects miscellaneous info? (Y/N) : Y

Account selection

From fiscal year : 2023 To fiscal year : 2023

From account : 001-0000-400.00-00 To account : 980-9999-999.99-99

Type : S (O=Only, R=Range, S=Selective)

Account type selection : Assets: X Liabilities: X Revenue: X Expense: X

Print zero activity accounts (Y/N) : N

Transaction selection

From period : 07 of 2023 To period : 09 of 2023

From transaction date . . : 00/00/0000 To transaction date . . : 99999999

Transaction type : AJ . . :X AP . . :X CR . . :X EN . . :X TF . . :X BA . . . :

Print transaction detail? (Y/N) : Y
Print transaction description (Y/N) : Y
Print work order # and job # (Y/N) : N

Summary options

Print classification totals (Y/N) : Y
Print project estimate totals (Y/N) : Y
Print project totals (Y/N) : Y

PROJECT:PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET #	PROJECT-TO-DATE DESCRIPTION	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
01-0200-414.31-03			POSTAGE			.00	16.68	16.68	.00	16.68-
AP		06/29/2023		007066	17110	U S POSTAL SERVICE-POST		6.18	.00	2023 09
							METERED MAIL FOR JUN23			
AP	7154386	06/13/2023		006552	17110	U S POSTAL SERVICE-POST		2.10	.00	2023 09
							METERED MAIL FOR MAY23			
AP	7153541	04/30/2023		002656	17110	U S POSTAL SERVICE-POST		1.20	.00	2023 07
							METERED MAIL FOR APR23			
							TRANSACTION TOTAL:	9.48	.00	
01-0200-414.40-20			CENTRAL COPIER			.00	163.16	163.16	.00	163.16-
AP	7153547	04/30/2023		002682	22841	VALLEY OFFICE SYS (NEW		.06	.00	2023 07
							1 COLOR COPIES/PDA			
							TRANSACTION TOTAL:	.06	.00	
01-0600-415.10-01			PERS.-EXEMPT, FULL			.00	5,362.34	5,362.34	.00	5,362.34-
AJ		06/23/2023	PR0623				PAYROLL SUMMARY	51.81	.00	2023 09
AJ		05/26/2023	PR0526				PAYROLL SUMMARY	155.43	.00	2023 08
AJ		04/14/2023	PR0414				PAYROLL SUMMARY	51.81	.00	2023 07
							TRANSACTION TOTAL:	259.05	.00	
01-0600-415.10-02			PERS.-NONEXEMPT, FU			.00	2,952.69	2,952.69	.00	2,952.69-
AJ		06/23/2023	PR0623				PAYROLL SUMMARY	122.23	.00	2023 09
AJ		06/09/2023	PR0609				PAYROLL SUMMARY	180.11	.00	2023 09
AJ		05/26/2023	PR0526				PAYROLL SUMMARY	173.69	.00	2023 08
AJ		05/12/2023	PR0512				PAYROLL SUMMARY	90.07	.00	2023 08
AJ		04/28/2023	PR0428				PAYROLL SUMMARY	154.39	.00	2023 07
AJ		04/14/2023	PR0414				PAYROLL SUMMARY	12.87	.00	2023 07
							TRANSACTION TOTAL:	733.36	.00	
01-0600-415.21-01			MEDICAL			.00	1,575.76	1,575.76	.00	1,575.76-
AJ		06/23/2023	PR0623				PAYROLL SUMMARY	30.42	.00	2023 09
AJ		06/09/2023	PR0609				PAYROLL SUMMARY	28.91	.00	2023 09
AJ		05/26/2023	PR0526				PAYROLL SUMMARY	60.27	.00	2023 08
AJ		05/12/2023	PR0512				PAYROLL SUMMARY	14.47	.00	2023 08
AJ		04/28/2023	PR0428				PAYROLL SUMMARY	17.61	.00	2023 07
AJ		04/14/2023	PR0414				PAYROLL SUMMARY	12.88	.00	2023 07

PROJECT:PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
TRANSACTION TOTAL:								164.56	.00	
01-0600-415.21-02		LIFE				.00	2.02	2.02	.00	2.02-
AJ	06/23/2023	PR0623				PAYROLL SUMMARY		.10	.00	2023 09
AJ	05/26/2023	PR0526				PAYROLL SUMMARY		.17	.00	2023 08
AJ	04/28/2023	PR0428				PAYROLL SUMMARY		.07	.00	2023 07
TRANSACTION TOTAL:								.34	.00	
01-0600-415.21-03		DENTAL				.00	52.21	52.21	.00	52.21-
AJ	06/23/2023	PR0623				PAYROLL SUMMARY		1.14	.00	2023 09
AJ	06/09/2023	PR0609				PAYROLL SUMMARY		1.21	.00	2023 09
AJ	05/26/2023	PR0526				PAYROLL SUMMARY		2.13	.00	2023 08
AJ	05/12/2023	PR0512				PAYROLL SUMMARY		.61	.00	2023 08
AJ	04/28/2023	PR0428				PAYROLL SUMMARY		.74	.00	2023 07
AJ	04/14/2023	PR0414				PAYROLL SUMMARY		.41	.00	2023 07
TRANSACTION TOTAL:								6.24	.00	
01-0600-415.22-00		WORKERS COMPENSATI				.00	13.49	13.49	.00	13.49-
AJ	06/23/2023	PR0623				PAYROLL SUMMARY		.24	.00	2023 09
AJ	06/09/2023	PR0609				PAYROLL SUMMARY		.24	.00	2023 09
AJ	05/26/2023	PR0526				PAYROLL SUMMARY		.44	.00	2023 08
AJ	05/12/2023	PR0512				PAYROLL SUMMARY		.12	.00	2023 08
AJ	04/28/2023	PR0428				PAYROLL SUMMARY		.19	.00	2023 07
AJ	04/14/2023	PR0414				PAYROLL SUMMARY		.09	.00	2023 07
TRANSACTION TOTAL:								1.32	.00	
01-0600-415.24-03		PERSI				.00	1,070.92	1,070.92	.00	1,070.92-
AJ	06/23/2023	PR0623				PAYROLL SUMMARY		20.79	.00	2023 09
AJ	06/09/2023	PR0609				PAYROLL SUMMARY		21.50	.00	2023 09
AJ	05/26/2023	PR0526				PAYROLL SUMMARY		39.30	.00	2023 08
AJ	05/12/2023	PR0512				PAYROLL SUMMARY		10.77	.00	2023 08
AJ	04/28/2023	PR0428				PAYROLL SUMMARY		18.44	.00	2023 07

PROJECT:PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
AJ		04/14/2023	PR0414			PAYROLL SUMMARY		7.74	.00	2023 07
TRANSACTION TOTAL:								118.54	.00	

01-0600-415.24-04						MEDICAL SAVINGS	154.26	154.26	.00	154.26-
AJ		06/23/2023	PR0623			PAYROLL SUMMARY		12.35	.00	2023 09
AJ		06/09/2023	PR0609			PAYROLL SUMMARY		4.51	.00	2023 09
AJ		05/26/2023	PR0526			PAYROLL SUMMARY		6.10	.00	2023 08
AJ		05/12/2023	PR0512			PAYROLL SUMMARY		2.26	.00	2023 08
AJ		04/28/2023	PR0428			PAYROLL SUMMARY		2.67	.00	2023 07
AJ		04/14/2023	PR0414			PAYROLL SUMMARY		.98	.00	2023 07
TRANSACTION TOTAL:								28.87	.00	

01-0600-415.25-00						SOCIAL SECURITY	649.73	649.73	.00	649.73-
AJ		06/23/2023	PR0623			PAYROLL SUMMARY		12.67	.00	2023 09
AJ		06/09/2023	PR0609			PAYROLL SUMMARY		13.46	.00	2023 09
AJ		05/26/2023	PR0526			PAYROLL SUMMARY		23.84	.00	2023 08
AJ		05/12/2023	PR0512			PAYROLL SUMMARY		6.74	.00	2023 08
AJ		04/28/2023	PR0428			PAYROLL SUMMARY		11.47	.00	2023 07
AJ		04/14/2023	PR0414			PAYROLL SUMMARY		4.67	.00	2023 07
TRANSACTION TOTAL:								72.85	.00	

01-0601-445.10-01						PERS.-EXEMPT, FULL	373.35	373.35	.00	373.35-
AJ		04/14/2023	PR0414			PAYROLL SUMMARY		24.89	.00	2023 07
TRANSACTION TOTAL:								24.89	.00	

01-0601-445.21-01						MEDICAL	70.23	70.23	.00	70.23-
AJ		04/14/2023	PR0414			PAYROLL SUMMARY		5.44	.00	2023 07
TRANSACTION TOTAL:								5.44	.00	

01-0601-445.21-02						LIFE	.09	.09	.00	.09-
TRANSACTION TOTAL:								.00	.00	

01-0601-445.21-03						DENTAL	2.08	2.08	.00	2.08-
AJ		04/14/2023	PR0414			PAYROLL SUMMARY		.16	.00	2023 07

PROJECT: PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
TRANSACTION TOTAL:							.16		.00	
01-0601-445.22-00	AJ	04/14/2023	PR0414			WORKERS COMPENSATI PAYROLL SUMMARY	.00 5.33	5.33 .35	.00 .00	5.33- 07
TRANSACTION TOTAL:							.35		.00	
01-0601-445.24-03	AJ	04/14/2023	PR0414			PERSI PAYROLL SUMMARY	.00 44.59	44.59 3.00	.00 .00	44.59- 07
TRANSACTION TOTAL:							3.00		.00	
01-0601-445.24-04	AJ	04/14/2023	PR0414			MEDICAL SAVINGS PAYROLL SUMMARY	.00 4.77	4.77 .33	.00 .00	4.77- 07
TRANSACTION TOTAL:							.33		.00	
01-0601-445.25-00	AJ	04/14/2023	PR0414			SOCIAL SECURITY PAYROLL SUMMARY	.00 27.15	27.15 1.83	.00 .00	27.15- 07
TRANSACTION TOTAL:							1.83		.00	
53-5300-416.40-99	AJ	05/12/2023	PR0512			OTHER PURCH. PROF. PAYROLL SUMMARY	.00 3.51	3.51 1.10	.00 .00	3.51- 08
TRANSACTION TOTAL:							1.10		.00	
84-8400-490.31-99						OTHER GENERAL SUPP	.00 456.65	456.65 .00	.00 .00	456.65-
TRANSACTION TOTAL:							.00		.00	

=== PROJECT: PDA001 ===== P R O J E C T T O T A L S =====

CLASSIFICATION TOTALS:	EXPENDITURES:	1,431.77		
TRANSACTION TOTAL:		1,431.77	.00	
ESTIMATE COMPARISON:	.00	13,001.01		13,001.01-
(ACTUAL) SUMMARY TOTAL:	.00	13,001.01	.00	13,001.01-

MISCELLANEOUS INFO:	CODE	FREEFORM INFORMATION	DATE
MISC		TO TRACK TIME SPENT WORKING ON PDA IN CASE THE	06/18/2019
MISC		CITY WANTS TO BILL THEM FOR SERVICES.	06/18/2019

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

MAY 31, 2023

Invoice # 202704

Billing Atty - MSC

RE: Hoku Property Disposition

CLIENT/MATTER: 09212-00002

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	1,732.50
COSTS ADVANCED	.00
TOTAL INVOICE	1,732.50

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

MAY 31, 2023

Invoice # 202705

Billing Atty - MSC

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	292.50
COSTS ADVANCED	.00
TOTAL INVOICE	292.50

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

MAY 31, 2023

Invoice # 202706

Billing Atty - MSC

RE: Frigitek Litigation

CLIENT/MATTER: 09212-00005

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	325.00
COSTS ADVANCED	.00
TOTAL INVOICE	325.00

CONFIRMATION OF AGENCY REIMBURSEMENT NO. 5

This Confirmation of Agency Reimbursement No. 5 (“Confirmation”) is entered into between the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company authorized to do business in the State of Idaho (hereinafter “Participant”). Collectively, Agency and Participant may be referred to as the “parties.” The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Owner Participation Agreement by and between the Agency and Participant with an effective date of April 20, 2022 (the “OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the OPA and as specifically identified below, shall be Two Hundred Ninety-Two Thousand Six Hundred-Ninety-Four Dollars and 34/100 dollars (\$ 292,694.34) (the “Agency Reimbursement”) for the [identify Agency Funded Public Improvements subject to reimbursement in this Confirmation]. All capitalized terms not otherwise set forth herein shall have those meanings set forth in the OPA.

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date, pursuant to the Reimbursement Procedure set forth in the OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the OPA are less than the total Agency Reimbursement.

If the Agency Reimbursement is not fully funded by December 31, 2030, or the date upon with the Urban Renewal Plan and Project Area terminates, whichever is earlier, the Agency will not be obligated to make any additional payments.

To the extent there is more than one Confirmation of Agency Reimbursement between the parties pursuant to the OPA, then payment will be applied to the Confirmation with the earliest Effective Date first, until paid in full, or until December 31, 2030, or upon termination of the Urban Renewal Plan, whichever occurs first as provided in the OPA.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall first be paid from the existing revenue allocation proceeds, if any, collected within the Naval Ordnance Plant Urban Renewal Area Improvement Plan revenue allocation area (the "Site") pursuant to the terms and conditions set forth in the OPA. If existing revenue allocation proceeds are not sufficient to pay the Confirmation in full as of the Effective Date, the Participant shall be paid from revenue allocation proceeds received over time from the Site during the Reimbursement Term.

Except as expressly modified above, the terms and conditions of the OPA are still binding on Agency and Participant as set forth in such OPA. In the event of a conflict between this Confirmation and the OPA, the OPA shall control.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO a/k/a POCATELLO DEVELOPMENT AUTHORITY

By: _____, Chair


Date: _____

ATTEST:

By: _____, Secretary

PARTICIPANT:

POCATELLO QUINN, LLC, a Delaware limited liability company.

By: Debra A. Harrell 

Date: 7/11/23

Submit Date: 07/03/2023

AGENCY REIMBURSEMENT NO. 5

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 08/08/2022	Draw #2 09/13/2022	Draw #3 11/07/2022	Draw #4 12/05/2022	Draw #5 07/03/2023	Total Drawn to Date	% Drawn	Balance to Complete
Initial TIF Reimbursement Amount												
TIF Reimbursement	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Subtotal	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Building 13 Improvements												
Windows	59,451.00			59,451.00			59,451.00			59,451.00	100.00%	0.00
Paint	41,350.00			41,350.00			41,350.00			41,350.00	100.00%	0.00
IRGRA Project Fee - 4%	4,032.04			4,032.04			4,032.04			4,032.04	100.00%	0.00
IRGRA General Conditions - 2%	2,016.02			2,016.02			2,016.02			2,016.02	100.00%	0.00
Building 13 Totals	106,849.06		0.00	106,849.06			106,849.06		0.00	106,849.06	100.00%	0.00
Building 16 Improvements												
Façade	65,000.00	207,054.23		272,054.23				272,054.23		272,054.23	100.00%	0.00
Windows	149,760.00		114,979.00	264,739.00			149,760.00	114,979.00		264,739.00	100.00%	0.00
Paint	142,475.00		177,715.34	320,190.34			142,475.00	177,715.34		320,190.34	100.00%	0.00
GC General Conditions	55,650.25	32,461.98		88,112.23			88,112.23			88,112.23	100.00%	0.00
IRGRA Project Fee - 4%	16,515.41	9,580.65		26,096.06			26,096.06			26,096.06	100.00%	0.00
IRGRA General Conditions - 2%	8,257.71	4,790.32		13,048.03			13,048.03			13,048.03	100.00%	0.00
Building 16 Totals	437,658.37	253,887.18	292,694.34	984,239.89			691,545.55	292,694.34		984,239.89	100.00%	(0.00)
Building 36 Improvements (Tower)												
Façade	45,000.00	(43,800.00)		1,200.00	1,200.00					1,200.00	100.00%	0.00
Paint	118,844.00			118,844.00	118,844.00					118,844.00	100.00%	0.00
GC General Conditions	55,648.25	(2,963.75)		52,684.50	52,684.50					52,684.50	100.00%	0.00
IRGRA Project Fee - 4%	8,779.69			8,779.69	8,779.69					8,779.69	100.00%	0.00
IRGRA General Conditions - 2%	4,389.84			4,389.84	4,389.84					4,389.84	100.00%	0.00
Building 36 Totals	232,661.78	(46,763.75)	0.00	185,898.03	185,898.03					185,898.03	100.00%	0.00
Building 37 Improvements												
Façade	45,000.00	(43,800.00)	0.00	1,200.00		1,200.00				1,200.00	100.00%	0.00
Paint	125,804.00	1,840.00	0.00	127,644.00		127,644.00				127,644.00	100.00%	0.00
GC General Conditions	55,648.25	(5,378.75)	0.00	50,269.50		50,269.50				50,269.50	100.00%	0.00
IRGRA Project Fee - 4%	9,058.09	(1,893.55)	0.00	7,164.54		7,164.54				7,164.54	100.00%	0.00
IRGRA General Conditions - 2%	4,529.05	(946.78)	0.00	3,582.27		3,582.27				3,582.27	100.00%	0.00
Building 37 Totals	240,039.39	(50,179.08)	0.00	189,860.31		189,860.31				189,860.31	100.00%	0.00
Building 38 Improvements												
Façade	45,000.00	(38,700.80)	0.00	6,299.20		6,299.20				6,299.20	100.00%	0.00
Paint	116,291.00			116,291.00		116,291.00				116,291.00	100.00%	0.00
GC General Conditions	55,648.25	(15,917.96)	0.00	39,730.29		39,730.29				39,730.29	100.00%	0.00

Submit Date: 07/03/2023

AGENCY REIMBURSEMENT NO. 5

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 08/08/2022	Draw #2 09/13/2022	Draw #3 11/07/2022	Draw #4 12/05/2022	Draw #5 06/30/2023	Total Drawn to Date	% Drawn	Balance to Complete
IRGRA Project Fee - 4%	8,677.57	(2,184.75)	0.00	6,492.82		6,492.82				6,492.82	100.00%	0.00
IRGRA General Conditions - 2%	4,338.79	(1,092.38)	0.00	3,246.41		3,246.41				3,246.41	100.00%	0.00
Building 38 Totals	229,955.61	(57,895.89)	0.00	172,059.72		172,059.72				172,059.72	100.00%	0.00
Project Contingency	391,742.80	(99,048.46)	(292,694.34)	0.00						0.00	#DIV/0!	0.00
Subtotal	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	(0.00)
Total Budget	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
SOURCES												
TIF Reimbursement	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Total Funds	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	691,545.55	292,694.34	1,638,907.00	100.00%	0.00
Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

APPLICATION #: 1601
 PERIOD TO: 08/30/22
 PROJECT NOS:

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Portneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:
 N/C

CONTRACT DATE: 08/15/22

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	353,498.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		103,000.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	10,300.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	10,300.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	92,700.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	0.00
8. CURRENT PAYMENT DUE-----	\$	92,700.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	260,798.00

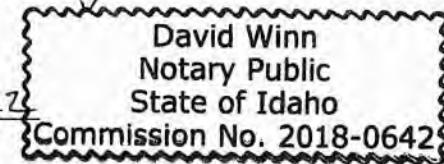
CONTRACTOR:

By: Johansen LLC Tom Johansen Date: Aug 30/22

State of: IDAHO
 County of: BENNETT

Subscribed and sworn to before
 me this 30th day of AUGUST 2022

Notary Public: David Winn
 My Commission expires: 4/11/2024



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1601
 APPLICATION DATE: 08/29/22
 PERIOD TO: 08/30/22
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	0.00	103,000.00		103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	0.00	0.00		0.00	0%	238,519.00	0.00
3		0.00	0.00	0.00			0%	0.00	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
8		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		353,498.00	0.00	103,000.00	0.00	103,000.00	29%	250,498.00	10,300.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

APPLICATION #: 1602
 PERIOD TO: 10/30/22
 PROJECT NOS:

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Partneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:
 N/C

CONTRACT DATE: 08/15/22

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

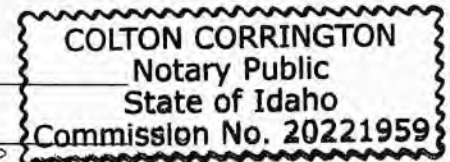
1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	9,632.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	363,130.97
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		145,680.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	14,568.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	14,568.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	131,112.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	92,700.00
8. CURRENT PAYMENT DUE-----	\$	38,412.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	232,018.97

CONTRACTOR:

By: Johansen LLC Tom Johansen Date: 10-6-22

State of: Idaho
 County of: Bannock
 Subscribed and sworn to before
 me this 6th day of October

Notary Public: Colton Corrington
 My Commission expires: 4-18-2028



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$9,632.97	\$0.00
NET CHANGES by Change Order	\$9,632.97	

CONTINUATION SHEET

TACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1602
 APPLICATION DATE: 09/30/22
 PERIOD TO: 10/30/22
 ARCHITECT'S PROJECT NO:

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	Windows (0880)	114,979.00	103,000.00			103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	0.00	42,680.00		42,680.00	18%	195,839.00	4,268.00
3	Building 13 - Additional Work	9,632.97	0.00	0.00			0%	9,632.97	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		363,130.97	103,000.00	42,680.00	0.00	145,680.00	40%	217,450.97	14,568.00

CONTINUATION SHEET

TACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows

APPLICATION NUMBER: 1602
 APPLICATION DATE: 09/30/22
 PERIOD TO: 10/30/22

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho
COUNTY OF Bannock

Whereas, Johansen LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as TIF Painting+Windows Phase 2 Bldg # 116 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of Fifty two thousand six hundred eighty dollars ^{NY} 42,680⁰⁰ ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of _____ (\$ _____) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

Given under hand and seal this 6th day of October 2022.

CONTRACTOR:

Johansen LLC
a(n) _____

Signed: Tom Johansen

By: Tom Johansen

Title: Owner

COLTON CORRINGTON
(SEAL) Notary Public
State of Idaho
Commission No. 20221959

SUBSCRIBED AND SWORN TO before me this 6th day of October 20 22.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 4-18-2028

[Signature]
Signature of Notary Public

COLTON CORRINGTON
Notary Public
State of Idaho
Commission No. 20221959

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286
 FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Parneuf Road
 Pocatello, Idaho 83204

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

VIA ARCHITECT:
 N/C

APPLICATION #: 1603
 PERIOD TO: 12/30/22
 PROJECT NOS:

CONTRACT DATE: 08/15/22

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	9,632.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	363,130.97
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		282,680.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	28,268.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	28,268.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	254,412.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	131,112.00
8. CURRENT PAYMENT DUE-----	\$	123,300.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	108,718.97

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$9,632.97	\$0.00
NET CHANGES by Change Order	\$9,632.97	

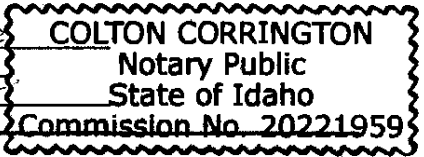
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Tom Johansen Date: Dec 15-22

State of: Idaho
 County of: Bannock

Subscribed and sworn to before me this 15 day of December



Notary Public: Colton Corrington
 My Commission expires: 4-18-2028

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
TIF Painting and Windows
Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1603
APPLICATION DATE: 12/15/22
PERIOD TO: 01/30/23
ARCHITECT'S PROJECT NO:

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	G		Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	103,000.00			103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	42,680.00	137,000.00		179,680.00	75%	58,839.00	17,968.00
3	Building 13 - Additional Work	9,632.97	0.00	0.00			0%	9,632.97	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
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7		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		363,130.97	145,680.00	137,000.00	0.00	282,680.00	78%	80,450.97	28,268.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286
 FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Partneuf Road
 Pocatello, Idaho 83204
 CONTRACT FOR: Phase 2-Balance of Bldg 16

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03
 VIA ARCHITECT:
 N/C

APPLICATION #: 1604
 PERIOD TO: 01/30/23
 PROJECT NOS:
 CONTRACT DATE: 08/15/22
 Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	353,498.00
2. Net change by Change Orders-----	\$	44,458.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	397,956.97
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		327,138.97
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	32,713.90
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$	32,713.90
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	294,425.07
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	254,412.00
8. CURRENT PAYMENT DUE-----	\$	40,913.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	103,531.90

CONTRACTOR:
 By: Tam Johansen Date: 1-16-23

State of: Idaho
 County of: Cassia
 Subscribed and sworn to before
 me this 16 day of January
 Notary Public: Sabrina Connelly
 My Commission expires: 12/16/2028

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____ \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,632.97	
Total approved this Month	\$34,826.00	
TOTALS	\$44,458.97	\$0.00
NET CHANGES by Change Order	\$44,458.97	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1604
 APPLICATION DATE: 01/13/23
 PERIOD TO: 01/30/23
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	103,000.00			103,000.00	90%	11,979.00	10,300.00
2	Exterior Painting (12000)	238,519.00	179,680.00			179,680.00	75%	58,839.00	17,968.00
3	Building 13 - Additional Work	9,632.97	0.00	9,632.97		9,632.97	100%	0.00	963.30
4	Building 16 - Additional Work	34,826.00	0.00	34,826.00		34,826.00	100%	0.00	3,482.60
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
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SUBTOTALS PAGE 2		397,956.97	282,680.00	44,458.97	0.00	327,138.97	82%	70,818.00	32,713.90

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho

COUNTY OF Bannock

Whereas, Johansen LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as Paint + Windows Phase 2 Bldg # 116 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of Forty thousand thirteen dollars & 17/100s 40,013.07 ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of _____ (\$ _____) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

[Remainder of page intentionally left blank.]

Given under hand and seal this 16 day of January 20 23.

CONTRACTOR:

Johnson LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
(SEAL) Commission # 20225855

Signed: Tom Johnson

By: Tom Johnson

Title: Owner

SUBSCRIBED AND SWORN TO before me this 16 day of January 20 23.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/16/2028

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 16** ("Project") which is located in **Bannock County** at **669 West Quinn Road in Pocatello, Idaho 83202** referred to as the ("Property"), and is owned by **Pocatello Quinn, LLC** ("Owner").

PARTIAL WAIVER: Upon the receipt of the sum of \$ 40,013.07 ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the ("Current Date") 1/16/23 and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

Given under hand and seal this 16th day of January 2023.

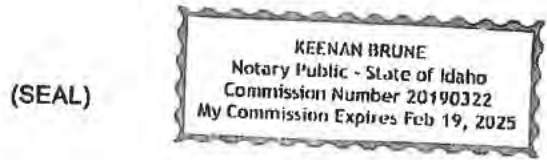
SUBCONTRACTOR:

Big Bear Home Repair Inc.

Signed: [Signature]

By: Chad Beard

Title: President



(SEAL)

SUBSCRIBED AND SWORN TO before me the 16 day of January 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 2-19-25

[Signature]
Signature of Notary Public

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Phase 2- Balance of Bldg 16
 Job Cost No. 2021-2880-03

APPLICATION #: 1605 - FINAL
PERIOD TO: 06/30/23
PROJECT NOS: |

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Portneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:

CONTRACT DATE: 08/15/22

CONTRACT FOR: Phase 2-Balance of Bldg 16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM -----	\$	353,498.00
2. Net change by Change Orders -----	\$	44,458.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	397,956.97
4. TOTAL COMPLETED & STORED TO DATE -\$		397,956.97
<small>(Column G on Continuation Sheet)</small>		
5. RETAINAGE:		
a. 0.0% of Completed Work	\$	0.00
<small>(Columns D+E on Continuation Sheet)</small>		
b. 0.0% of Stored Material	\$	0.00
<small>(Column F on Continuation Sheet)</small>		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet-----	\$	0.00
6. TOTAL EARNED LESS RETAINAGE -----	\$	397,956.97
<small>(Line 4 less Line 5 Total)</small>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
<small>(Line 6 from prior Certificate)-----</small>	\$	294,425.07
8. CURRENT PAYMENT DUE -----	\$	103,531.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
<small>(Line 3 less Line 6)</small>	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Tom Johansen Date: June 8, 2023

State of: Idaho
 County of: Bannock
 Subscribed and sworn to before
 me this 8 day of June

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

Notary Public: Sabrina Connelly
 My Commission expires: 12/16/28

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$44,458.97	
Total approved this Month	\$0.00	
TOTALS	\$44,458.97	\$0.00
NET CHANGES by Change Order	\$44,458.97	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

TIF Painting and Windows

Phase 2- Balance of Bldg 16

APPLICATION NUMBER: 1605-FINAL

APPLICATION DATE: 06/08/23

PERIOD TO: 30-Jun-23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Windows (0880)	114,979.00	103,000.00	11,979.00		114,979.00	100%	0.00	0.00
2	Exterior Painting (12000)	238,519.00	179,680.00	58,839.00		238,519.00	100%	0.00	0.00
3	Building 13 - Additional Work	9,632.97	9,632.97			9,632.97	100%	0.00	0.00
4	Building 16 - Additional Work	34,826.00	34,826.00			34,826.00	100%	0.00	0.00
5						0.00	0%	0.00	0.00
6						0.00	0%	0.00	0.00
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SUBTOTALS PAGE 2		397,956.97	327,138.97	70,818.00	0.00	397,956.97	100%	0.00	0.00

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho

COUNTY OF Bannock

Whereas, Johansen, LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as TIF Painting and Windows Phase 2 Balance of bldg 16 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of _____ (\$ _____) ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of thirty one dollars & 90/100— (\$ 103,531.90) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

Given under hand and seal this 8 day of June 2023.

CONTRACTOR:

Johanson LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

Signed: Tom Johanson

By: Tom Johanson

Title: Owner

SUBSCRIBED AND SWORN TO before me this 8 day of June 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/14/28

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 16** ("Project") which is located in Bannock County at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

UNCONDITIONAL WAIVER: The Subcontractor represents that all employees, laborers, material men, and sub-consultants employed by the Subcontractor in connection with the Project and all bills previously paid by General Contractor for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Subcontractor in connection with the execution of the Subcontractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Subcontractor to such parties. The Subcontractor further waives and releases any and all liens or claims of liens and all claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. The Subcontractor further agrees to indemnify, defend and hold harmless the General Contractor, Owner, Project, and the the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

Given under hand and seal this 7 day of June 2023.

SUBCONTRACTOR: Big Bear Home Repair

Signed: [Signature]

(SEAL)

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 7 day of June 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/16/28

[Signature]
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

Big Bear Home Repair ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with

Johansen LLC ("General Contractor") for the project known as TIF Printing & Windows Bldg #16 ("Project") which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

FINAL WAIVER: Upon the receipt of the sum of \$ 61,216.52 ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the ("Current Date") 6/7/23 and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

Given under hand and seal this 7 day of June 2023.

SUBCONTRACTOR:

Big Bear Home Repair

Signed: 

(SEAL)

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

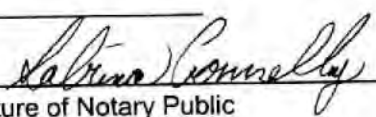
By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 7 day of June 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 12/16/28


Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 16** ("Project") which is located in Bannock County at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

UNCONDITIONAL WAIVER: The Subcontractor represents that all employees, laborers, material men, and sub-consultants employed by the Subcontractor in connection with the Project and all bills previously paid by General Contractor for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Subcontractor in connection with the execution of the Subcontractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Subcontractor to such parties. The Subcontractor further waives and releases any and all liens or claims of liens and all claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. The Subcontractor further agrees to indemnify, defend and hold harmless the General Contractor, Owner, Project, and the the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

Given under hand and seal this 16th day of January 2023.

SUBCONTRACTOR: Big Bear Home Repair Inc.



Signed: [Signature]

By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 16 day of January 2023.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 2-19-25

[Signature]
Signature of Notary Public

Amount: 233,876.04

Pocatello Quinn, LLC
c/o IRG Realty Advisors, LLC
4020 Kinross Lakes Parkway, #200
Richfield, OH 44286

Date: 10/13/2022
Check No. [REDACTED]
Check Amount: 233,876.04

Two Hundred Thirty Three Thousand Eight Hundred Seventy Six AND 04/100 Dollars
VOID IF NO. CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUANCE

Johansen LLC
8173 West Portneuf RD
Pocatello, ID 83204

[Handwritten Signature]

ENDORSE CHECK HERE
[Handwritten Signature]
DATE: 10/18/2022
DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE

D Document 04817 - 11 Security Features
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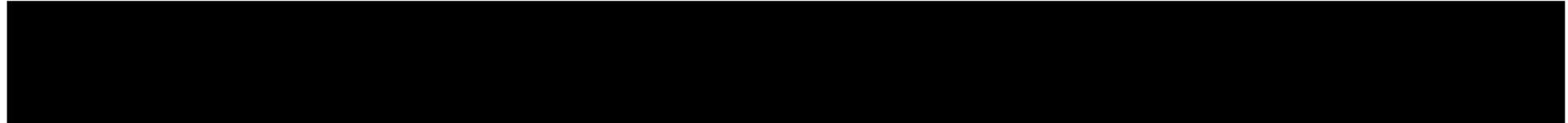
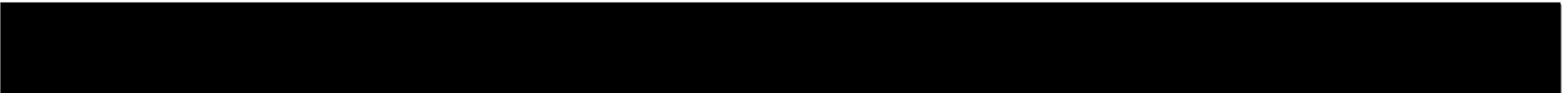
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IRG Realty Advisors LLC



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Date: 6/30/2023
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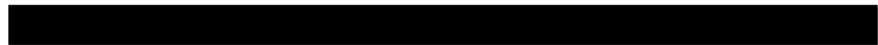
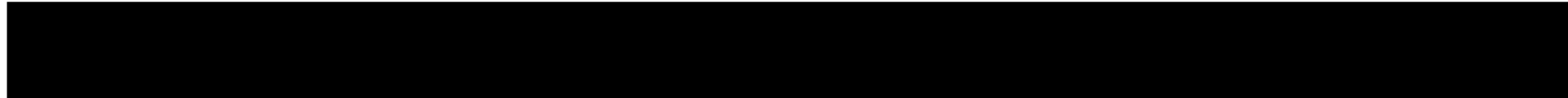
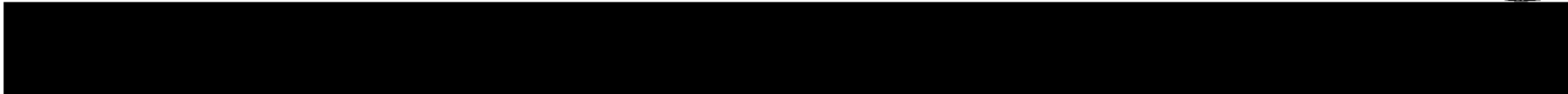
6/1/2023 Through 6/30/2023

Check # Entity	Check Date Reference	Check Pd Addl Reference	Vendor/Alternate		Account Nbr	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
			Address ID	Vendor Name PO Nbr Batch ID							



288001109	6/22/2023	06/23	JOHANS	Johansen LLC							
2880	05/23 Maintenance	2880 - 05/23 Maintenance	00057370	5500-301	2114 Maintenance	5/8/2023	6/7/2023	5,974.00	0.00	5,974.00	
2880	Bldg #3 Move	2880 - Bldg #3 Move	00057370	5500-013	2113.	2/20/2023	3/22/2023	1,820.00	0.00	1,820.00	
2880	Double Sided Sign	2880 - Double Sided Sign	00057370	5500-040	2681	5/25/2023	6/24/2023	934.23	0.00	934.23	
2880	BLDG 38 Door	2880 - BLDG 38 Door	00057370	1300-350	2127 38 Door	4/7/2023	5/7/2023	54,870.00	0.00	54,870.00	
2880	TIF	2880 - Windows	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	11,979.00	0.00	11,979.00	
2880	B16 Repaired & Ancho	2880 - Down & Compres:	00057370	5500-011	2137 16 Fire	4/11/2023	5/11/2023	4,285.44	0.00	4,285.44	
2880	TIF	2880 - Exterior Painting	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	58,839.00	0.00	58,839.00	
2880	TIF	2880 - Windows - Retain:	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	10,300.00	0.00	10,300.00	
2880	TIF	2880 - Exterior Painting -	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	17,968.00	0.00	17,968.00	
2880	TIF	2880 - Add'l Work Retai	00057370	1300-350	1605-Final	6/8/2023	7/8/2023	4,445.90	0.00	4,445.90	

Check Total: 171,415.57 0.00 171,415.57



IRGLLC

** All values are subject to verification and adjustments. **

Balance and Transaction Report - [REDACTED]

Transaction Date: 06/27/2023

Date Range: 06/26/2023 - 06/28/2023

Account Name: **Pocatello Quinn, LLC** Last Updated: 06/28/2023
 Account Number: [REDACTED] 05:00 AM EDT
 Currency: USD - US DOLLAR
 Bank: [REDACTED]

SUMMARY	Ledger	Same Day	Next Day	2 Or More Days
Opening	611,751.76	611,301.65	675.11	0.00
Credits: (1)	536.27	0.00	375.39	160.88
Debits: (2)	215,086.17	215,086.17	0.00	0.00
Closing	397,201.86	396,151.36	1,050.50	160.88

SUMMARY OF OTHER BALANCES

AVG CLOSING AVL BAL PREV MNTH	860,786.28
AVG CLOSING AVAILABLE BAL MTD	922,246.74
AVG CLOSING AVAILABLE BAL YTD	1,079,282.43
TOTAL FLOAT	1,211.38
AGGREGATE FLOAT ADJUSTMENT	160.88
CLOSING BALANCE - 3+ DAYS FLT	0.00
OPENING ON 06/28/2023	397,201.86
TOTAL OTHER CHECK DEPOSITS	536.27
TOTAL CHECKS PAID	215,086.17

Credits

Tran. Date	Description	Customer Ref.	Bank Ref.	Credit Amount	Report Time (ET)
06/27/2023	REMOTE ONLINE DEP	[REDACTED]	[REDACTED]	536.27	05:00 AM
06/27/2023	1 Day Available:	375.39			
	2 Days Available:	160.88			
	REMARK:	REMOTE ONLINE DEPOSIT			
	Credit Totals:	1 item		536.27	

Debits

Tran. Date	Description	Customer Ref.	Bank Ref.	Debit Amount	Report Time (ET)
06/27/2023	CHECK	[REDACTED]	[REDACTED]	171,415.57	11:20 AM
06/27/2023	CHECK NO:	[REDACTED]			
06/27/2023	CHECK	[REDACTED]	[REDACTED]	43,670.60	03:20 PM
06/27/2023	CHECK NO:	[REDACTED]			
	Debit Totals:	2 items		215,086.17	

Online Report

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Pocatello Quinn, LLC
c/o IRG Realty Advisors, Agent
4020 Kinross Lakes Pkwy
Suite 200

Date	Check No	Check Amount
6/22/2023	[REDACTED]	171,415.57

One Hundred Seventy One Thousand Four Hundred Fifteen AND 57/100 Dollars

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

PAY TO THE ORDER OF:
JOHANSEN LLC
8173 WEST PORTNEUF RD
POCATELLO, ID 83204

[Handwritten Signature]



11 Document 04517 - 11 Security Features

Scratch box to verification num

- Document checks are Check-21 compliant
- Prints "VOID" on front when duplicated
- Patterned background helps prevent forgery attempts
- Security warning is printed on front of check
- Watermark, on back, can be seen when check is held on its edge
- Can-rotate view on watermark changes color when scratched with a coin
- Check verification number is part of the watermark
- Microprint contains the Document name and is difficult to copy
- An-inked backer detects splicing of information
- Embedded data prints "VOID" when duplicated
- Security Features Box lets tamper resistant attributes

Absence of any of these features may indicate alteration.

Form 1001, 1/12 © 2011 Bank of America, N.A. Form 1001-1/12

06/26/2023 [REDACTED]

ENDORSE HERE

X *[Handwritten Signature]*

JOHANSEN LLC

DATE: *[Handwritten Date]*

DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE

LI CHECK HERE FOR MOBILE OR REMOTE DEPOSIT

REMITTANCE REPORT	
From County Auditor of Bannock County	

Remittance No.	030
Date:	June 23, 2023

To: POCATELLO URBAN

SOURCE AND FUND	PREPAID	CURRENT	----- DELINQUENT TAXES -----					INTEREST	MISC	TOTAL	
	2023	2022	2021	2020	2019	2018	2017	2016/Prior		COLLECTION	
NORTH YELLOWSTONE (1-0013)										0.00	
NAVAL ORDINANCE (1-0014)										0.00	
NORTH PORTNEUF 801 (1-0016)										0.00	
NORTHGATE (1-0017)		966.33	15.81						32.57	1,014.71	
NORTHGATE (83-0000)										0.00	
NORTHGATE (84-0000)										0.00	
NORTH PORTNEUF 802 (82-0000)										0.00	
PRSN PROPERTY RPLCMNT										0.00	
CIRCUIT BREAKER										0.00	
COLUMN TOTALS	0.00	966.33	15.81	0.00	0.00	0.00	0.00	0.00	32.57	0.00	1,014.71

Amount of Remittance	1,014.71
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STATE OF IDAHO, }
 }ss.
COUNTY OF BANNOCK }

I, JASON C. DIXON, County Clerk in and for the County aforesaid, being duly sworn on oath, make the following statement:
That the foregoing is a full, true, and correct report, in accordance with Section 3326, Compiled Statutes of Idaho, as amended by

Chapter 169, laws of 1925, by source and fund, of all monies paid into the treasury of said county and apportioned to the
since the 31ST DAY OF MAY the date of my last report. Subscribed and sworn to in duplicate before me on the

POCATELLO URBAN and included district
23RD DAY OF JUNE 2023

County Clerk: JASON C. DIXON

 Notary Public of Bannock County.

By  Deputy Auditor

N.B. The Clerk will countersign the attached order and transmit same to the treasurer of the municipality or district
accompanied by a duplicate of this report.



Action Item 6

SECOND OWNER PARTICIPATION AGREEMENT

By and Between

**The Urban Renewal Agency of Pocatello, Idaho, also known as the
Pocatello Development Authority**

and

Pocatello Quinn, LLC

for the

Naval Ordnance Plant Urban Renewal Area Improvement Plan

SECOND OWNER PARTICIPATION AGREEMENT

THIS SECOND OWNER PARTICIPATION AGREEMENT (hereinafter “Agreement”) is entered into by and between the Urban Renewal Agency of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company (hereinafter “Participant”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

WHEREAS, Agency is an urban renewal agency created by and existing under the authority of the Law and the Act; and

WHEREAS, the Pocatello City Council adopted Ordinance No. 2797 on July 6, 2006, approving the Naval Ordnance Plant Urban Renewal Area Improvement Plan (hereinafter the “Urban Renewal Plan”), and establishing the Naval Ordnance Plant revenue allocation area (the “Project Area”). The termination date of the Urban Renewal Plan and Project Area is December 31, 2030; and

WHEREAS, Participant acquired the approximately 150-acre former Naval Ordnance Plant, located within the City of Pocatello (the “City”) and within the Project Area (the “Site”); and

WHEREAS, Participant intends to make significant improvements to the Site to attract a mix of tenants to support industrial distribution, manufacturing, office, and retail uses (the “Project”); and

WHEREAS, as part of the Project, Participant intends on constructing certain improvements to facades of several of the existing buildings, including painting and replacement of any existing damaged, loose and/or failing panels, which improvements are necessary to the proper redevelopment of the Site; and

WHEREAS, the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan, including building façade enhancements; and

WHEREAS, the Agency and Participant previously entered into that certain Owner Participation Agreement on June 6, 2022, which provided for Agency reimbursement to Participant for costs related to certain improvements to facades on

existing buildings 13, 16, 36, 37, and 38 located within the Site, including painting and replacement of any existing damaged, loose and/or failing panels; and

WHEREAS, the improvements to the exterior of the buildings' facades are subject to a Deed of Façade Easement, recorded in the real property records of Bannock County on July 8, 2022, as Instrument No. 22211620, granting the City the right to preserve the partially funded buildings' exterior facades into the future; and

WHEREAS, in or around December 2022, the Agency and Participant entered into the First Amendment to the Owner Participation Agreement, to amend the Owner Participation Agreement to allow Agency to reimburse Participant for completion of a portion of certain improvements to building 16 within the Site, prior to building 16 being completed in its entirety; and

WHEREAS, the Agency and Participant wish to enter into this Agreement to outline the major terms of Agency's participation in the funding of certain improvements and other eligible expenses to building 12 within the Site (collectively the "Agency Funded Public Improvements"); and

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan; and

WHEREAS, the Site, and building 12, is not registered in the National Register of Historic Places, but is historically significant and contributes to the historic integrity of the City. Additionally, the Site contributes greatly to the City's skyline; and

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Agreement to define their respective obligations.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). Participant shall complete the Agency Funded Public Improvements within fifteen (15) months from the Effective Date (the "Construction Term"). Upon written request the Agency may grant one

extension of the Construction Term for a period not to exceed three (3) months to allow Participant to complete the Agency Funded Public Improvements. Agency's reimbursement obligations under Section III.G shall continue until the earlier of (i) Agency has paid to Participant those amounts due hereunder or (ii) the expiration of the Urban Renewal Plan (the "Reimbursement Term").

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency's commitment herein is intended to comply with the Agency's authority under the Law, the Act, and the Urban Renewal Plan and is not a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Urban Renewal Plan by providing for the construction and reimbursement of a portion of the Agency Funded Public Improvements, as generally identified in **Attachment 4**, on the Site.

The enhancements to the Site pursuant to the Agency Funded Public Improvements and the fulfillment, generally, of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Urban Renewal Plan.

B. The Plan

This Agreement is subject to the provisions of the Urban Renewal Plan.

C. The Project Area

The Project Area is located in the City, and the exact boundaries of the Project Area are set forth in **Attachment 1**, the Project Area Map, and as more particularly described in the Legal Description of the Project Area, attached hereto as **Attachment 2**. The Project Area has the same boundaries as the Site.

D. The Site

The Site has the same boundaries as the Project Area. An overview of the Site showing specific building numbers where the Agency Funded Public Improvements to building 12 will be located is attached hereto as **Attachment 3**.

E. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer when such participation achieves the objectives of the Urban Renewal Plan, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the Participant. The specific participation by the Agency for this Site is as set forth herein.

F. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Law and the Act. The office of the Agency is located at City of Pocatello, 911 North 7th Avenue, Pocatello, Idaho 83201. "Agency," as used in this Agreement, includes the Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is Pocatello Quinn, LLC, a Delaware limited liability company. The principal address of the Participant is 11111 Santa Monica Blvd., Suite 810, Los Angeles, CA 90025. The Guarantor (as defined below) is Holdings SPE, LLC, a Delaware limited liability company. The principal address of the Guarantor is 11111 Santa Monica Blvd., Suite 810, Los Angeles, CA 90025.

"Participant" as used in this Agreement, shall include any assignee or successor in interest approved or consented to by the Agency, which consent should not be unreasonably withheld.

G. City Agreements and Approvals

"City Agreements and Approvals" shall mean those certain agreements between Participant and City, if any, concerning, among other things, any required building permits and other approvals by City for the improvements on the Site, including the Agency Funded Public Improvements.

Any material default by Participant of the City Agreements and Approvals, including but not limited to any and all applicable City ordinances not cured within

any applicable cure period that would unreasonably delay or prohibit the completion of the Agency Funded Public Improvements shall constitute a default under this Agreement with the Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Development Renderings

Participant agrees that the Agency Funded Public Improvements will be in full compliance with the Urban Renewal Plan, all applicable City building and zoning ordinances, and any City Agreements and Approvals. The Agency Funded Public Improvements to building 12 will substantially conform to the renderings attached hereto as **Attachment 7**. To the extent there is a material change to the renderings attached hereto as **Attachment 7**, including any change to the color palette, the Agency Board must approve the proposed changes prior to commencement of the Agency Funded Public Improvements, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. Cost of Construction

The cost of all improvements to the Site, including the Agency Funded Public Improvements, defined below, shall be borne by the Participant except as may be eligible for reimbursement following completion as otherwise set forth herein.

C. Agency, City, and Other Governmental Agency Permits

Participant has or shall, at Participant's own expense, secure or cause to be secured any and all permits or approvals which may be required by Agency, City, or any other governmental agency necessary for construction of the improvements on the Site, including the Agency Funded Public Improvements.

D. Agency Funded Public Improvements

The Agency Funded Public Improvements are: (a) critical to the redevelopment and/or improvement of the Site and (b) provide a higher quality of development that should assist Agency in meeting the objectives of the Urban Renewal Plan. Because of the proposed improvements to the Site, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the improvements related to the overall enhancement of the Site may be reimbursed by the Agency. Agency finds that the Agency Funded Public Improvements are in the best public interest and provide for enhanced improvements to the Site within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to pay a portion of the costs of certain approved Agency Funded Public Improvements as verified by the Agency and/or its designee. Approved Agency Funded Public Improvements may include those improvements listed on **Attachment 4**. Participant anticipates that following commencement of the Agency Funded Public Improvements, the work will be completed in approximately fifteen (15) months from the date of commencement. Participant anticipates the Agency Funded Public Improvements will commence in July 2023, provided such date is an estimate only and shall not serve to bind Participant to such commencement date so long as the Agency Funded Public Improvements are completed during the Construction Term.

E. Agency Review and Approval of Design and Construction Documents

Agency shall have the right and the opportunity to review and approve any substantial changes to the renderings set forth in **Attachment 7** concerning Participant's design, construction and/or improvement plans, and the right and opportunity to review budgets, and bids for the Agency Funded Public Improvements (collectively the "Agency Funded Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Agency Funded Public Improvements are constructed consistent with the Agency Funded Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section and Section F, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if (1) Participant's general contractor solicits or solicited competitive bids for the Agency Funded Public Improvements pursuant to Title 67, Chapter 28, Idaho Code, as amended; (2) the work is performed by Idaho public works licensed contractors or contractors holding requisite licenses as may be required by law; and (3) such work is not performed by an affiliate or subsidiary of Participant.

All such improvements to the exterior of building 12's façade within the Site consisting of Agency Funded Public Improvements shall be subject to a Deed of Façade Easement, attached hereto as **Attachment 6**, granting the City the right to preserve the partially publicly funded buildings' exterior façades into the future.

F. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Participant's construction of the Agency Funded Public Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Participant an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Public Improvements, not to exceed One Hundred Sixty-Six

Thousand, Sixty-Six Dollars and 00/100 (\$166,066.00), with no interest accruing on the Reimbursement Obligation (defined below).

2. Notification, Inspection, Approval

Upon completion of the Agency Funded Public Improvements to building 12, associated with the Project, Participant shall notify Agency in writing to request a meeting with the Agency Administrator to determine if the completed Agency Funded Public Improvements meet the requirements of this Agreement (the "Notification of Completion"). Agency shall provide Participant with written confirmation in a form generally consistent with the Confirmation of Agency Reimbursement form attached hereto as **Attachment 5** that the completed Agency Funded Public Improvements are eligible for reimbursement as follows:

(a) With respect to the Notification of Completion, Participant is responsible for submitting detailed schedule of values, invoices and receipts for work performed as part of the Project, including lien waivers, in a form deemed acceptable by the Agency (the "Cost Documentation") which will permit the Agency to determine the Actual Eligible Costs spent to date, which shall be the actual costs to construct the then completed Agency Funded Public Improvements. Cost Documentation shall include the following:

- i. An accounting of the costs associated with the then completed Agency Funded Public Improvements and evidence of payment of such costs by Participant. Participant shall include a schedule of values that includes line items for the Agency Funded Public Improvements for reimbursement so they are identifiable separate from other line items, invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials.
- ii. Explanation of any significant deviation between the initial cost estimates in **Attachment 4** and the actual costs in the Cost Documentation.
- iii. Additional documentation or clarifications as requested by the Agency Administrator.

(b) The Agency Administrator and/or his designee shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Public Improvements, and to obtain independent verification that the quantities of work claimed, and the costs associated therewith are accurate, commercially reasonable, and appropriate for the completed Agency Funded

Public Improvements and consistent with the cost estimates provided by Participant to Agency prior to construction, and meets the objectives of Title 67, Chapter 28, Idaho Code. The Agency's approval shall not be unreasonably conditioned delayed, or withheld.

(c) Within thirty (30) days of Agency's receipt of the Cost Documentation for the then completed Agency Funded Public Improvements for building 12, the Agency shall notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed, memorialized in a confirmation form consistent with the Confirmation of Agency Reimbursement form set forth in **Attachment 5**, to be executed by the Participant and the Agency. Agency shall, in its discretion determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Agency Funded Public Improvement Construction Documents. In no event shall the total for all Actual Eligible Costs exceed the amount allowed by Section II.F(1).

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant that the Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion.

3. Allocation of Costs

Agency and Participant agree Participant shall be able to allocate expenses among the various items listed on **Attachment 4** so long as the total amount of reimbursement sought by Participant does not exceed One Hundred Sixty-Six Thousand, Sixty-Six Dollars and 00/100 (\$166,066.00). Participant shall notify Agency of the allocation of costs among the items listed on **Attachment 4**.

4. Reimbursement

Participant shall initially pay for all of the costs of construction for the Agency Funded Public Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Public

Improvements (the “Reimbursement Obligation”) as set forth in Section F, Section G, and the other provisions of this Agreement.

G. Reimbursement Procedure

1. Agency’s Reimbursement Obligation shall not commence until: (i) the recordation of the Deed of Façade Easement; (ii) completion of all the Agency Funded Public Improvements for building 12, as determined by the Agency and, to the extent necessary, the City’s acceptance of the improvements; (iii) execution of the Confirmation of Reimbursement Form; and (iv) the Agency Funded Public Improvements are completed within fifteen (15) months from the Effective Date, unless otherwise extended as set forth in Section I.

2. Subsequent to the satisfaction of the conditions set forth in Section G(1), the Agency will first pay the Reimbursement Obligation from existing Project Area revenue allocation proceeds, subject to Agency retention of a maximum of \$50,000 to pay for Project Area operating and administrative expenses. To the extent existing Project Area revenue allocation proceeds are not available to pay the Reimbursement Obligation in full upon completion off the Agency Funded Public Improvements as provided herein, the Agency will, in conjunction with its receipt of revenue allocation proceeds on a biannual basis from the Project Area, make payment to Participant of any tax increment revenue allocation proceeds, after withholding operating and administrative expenses, actually received and arising from the Site subsequent to the satisfaction of the conditions set forth in Section G(1) and until such time as the Reimbursement Obligation has been paid in full or the Reimbursement Term of this Agreement, whichever occurs first. **PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY UNDER THE URBAN RENEWAL PLAN AND ASSUMES THAT RISK.**

3. Agency shall have no obligation to make payments to the Participant for taxes collected and paid to Agency beyond the Reimbursement Term.

4. All payment due hereunder shall be paid to the Participant, and future owners or tenants of units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result of such ownership or tenancy.

5. Non-General Obligation

As provided by Idaho Code Section 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other

than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of a Reimbursement Obligation.

H. Taxes

The Act provides that Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Bannock County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Bannock County Assessor or guarantor of collection of taxes by the Bannock County Treasurer.

Participant shall pay, when due, all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, or due to legislative changes, Participant must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on behalf of those taxpayers or receive less reimbursement from Agency to pay the Reimbursement Obligation.

Participant shall not apply for or otherwise request any exemption or reduction in property taxes on the Site pursuant to Idaho Code §§ 63-602NN, 63-4404, 63-602II, or Idaho Code §§ 63-606A or 63-602W, or similar exemptions, during the term of the Urban Renewal Plan, unless otherwise consented to by the Agency in writing. Provided, Participant may appeal the assessed values or seek any property tax exemption for the Property if the Bannock County Assessor determines the value of the Property is greater than the Estimated Value upon receipt of Agency's written authorization, such authorization shall not be unreasonably withheld and shall be provided in timely manner. Any appeal of an assessed value or request for property tax exemption for the Property for an assessment less than the Estimated Value

requires Agency's written authorization, which shall be provided in Agency's sole discretion. For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be at least Seven Million Three Hundred Fifty-one Thousand Six Hundred Ninety Dollars (\$7,351,690) (the "Estimated Value").

I. No Security Interest

The Parties agree this Agreement does not provide Participant with a security interest in any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code).

J. Liens/Payment of General Contractor

Participant hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site (other than inchoate liens), as defined above, and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Site when due. In the event any materialman's liens are placed on the Site, Participant agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor, or material supplier that performed work on the Site have been satisfied.

K. Agency Contribution Assignable

Agency and Participant agree that Agency's obligations run only to Participant or its assignee and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Participant shall have the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Participant.

L. Indemnification

Participant shall indemnify, defend, and hold Agency and its respective commissioners, officers, agents, consultants and employees (collectively referred to in this Section L as "Agency") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design and attorney fees (collectively referred to in this Section L as "Claim"), which may be imposed upon or incurred by or asserted against Agency and for which Agency may be legally liable under applicable law (excluding any liability or obligation Agency assumes by contract) by reason of any of the following occurrences, provided Participant shall have no obligation to indemnify, defend, and hold Agency harmless from and against any Claim to the extent it arises from the negligence or willful act or omission of Agency:

1. Any work done in, Project Area, including the Agency Funded Public Improvements, or work related to the Agency Funded Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional wrongful act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Project Area, or any part thereof, during construction; or
5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

In case any such Claim is brought against Agency, Participant, upon written notice from Agency, shall, at Participant's expense, resist or defend such Claim by counsel approved by Agency, which approval shall not be unreasonably withheld, conditioned, or delayed.

M. Insurance

Participant shall, or through its contractor constructing the Agency Funded Public Improvements, shall, at Participant's sole cost, obtain and maintain in force for the duration of the Agreement (including any warranty period) insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage, with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$4,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. During the construction of the Project, Builder's Risk Insurance or equivalent upon the Project covering one hundred percent (100%) of the

replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lightning; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) vehicles; (vii) civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) collapse; (xii) breakage of building glass; (xiii) falling objects; (xiv) debris removal; (xv) demolition occasioned by enforcement of laws and regulations; (xvi) weight of snow, ice, or sleet; or (xvii) weight of people or personal property;

3. Workers' Compensation Insurance, if Participant has employees, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. If Participant has employees, Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

4. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

5. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury or property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Project subject to reimbursement of any deductible in the event such claim arises from the negligence or willful act or omission of Agency.

6. Certificates of insurance, reasonably satisfactory in form to Agency (ACORD form or equivalent), shall be supplied to Agency evidencing that the insurance required above is in force, and that notice will be given to Agency prior to any cancellation of the policies in accordance with the policies as of the Effective Date. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

7. Except as otherwise stated in this Agreement, the obligations set forth in this Section shall remain in effect only until the date that Agency approves the completed Agency Funded Public Improvements.

8. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and qualified to do business in the State of Idaho.

9. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Participant's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

N. Warranty

Participant warrants that the materials and workmanship employed in the construction of the Agency Funded Public Improvements shall be good quality and shall conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of one (1) year after approval of the Agency Funded Public Improvements. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

O. Time of the Essence

As an express condition of approving the Agency Funded Public Improvements as eligible for reimbursement, Participant agrees to begin construction of the Agency Funded Public Improvements within three (3) months of the Effective Date except as otherwise provide herein. After commencement of the Agency Funded Public Improvements, Participant must complete all necessary construction and installation prior to the expiration of the Construction Term, which may be extended as set forth in Section I (the "Completion Date"). Should Participant not complete the Agency Funded Public Improvements within this timeframe, Agency may terminate this Agreement upon written notice and seek all remedies available to recover any losses Agency has suffered.

P. Additional Assurance

Because completion of Agency Funded Public Improvements prior to the Completion Date is a material and essential term of this Agreement, the Participant will provide a performance guaranty from the Guarantor to complete the Agency Funded Public Improvements. The performance guaranty will require Guarantor to cure a default to ensure completion of the Agency Funded Public Improvements pursuant to the terms of this Agreement upon notice from Agency as provided herein. This guaranty shall terminate and be for no further force or effect upon expiration of the Construction Term.

Q. Maintenance

Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Agency Funded Public Improvements. Agency anticipates Participant will retain maintenance obligations of the Agency Funded Public Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Urban Renewal Plan for the period of time the Urban Renewal Plan is in force and effect.

B. Effect and Duration of Covenants

Covenants contained in this Agreement shall remain in effect until the earlier of: (1) the completion of all obligations of each party; or (2) the earlier of December 31, 2030, or the date on which the Urban Renewal Plan terminates. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site, or any part thereof, for the benefit of and in favor of Agency, its successors, and assigns. The Deed of Façade Easement shall run with the land for the time set forth therein.

C. Local, State and Federal Laws

Participant covenants that it will carry out the construction of the Agency Funded Public Improvements in conformity with all applicable laws, including all applicable federal and state labor standards and anti-discrimination laws.

V. DEFAULTS, DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default, provided that in the case where rectifying the matters specified in the notice of default requires more than forty-five (45) days, such notified Party shall not be in default so long as they commence prior to the expiration of the forty-five (45) days and diligently pursue actions needed to rectify such matters. In the event of a default, the non-defaulting Party may do the following:

1. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

2. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

3. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

4. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

5. In the event Participant defaults under this Agreement, Agency (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to Participant up to the amount of damages incurred by Agency for Participant's default.

Any default by Participant under any City Agreements and Approvals that would unreasonably delay or prohibit the completion of the Agency Funded Public Improvements shall be deemed a default under this Agreement.

B. Dispute Resolution

If the Parties fail to resolve the default following the opportunity to cure as set forth in Section V.A. above, the Parties agree to first endeavor to settle any dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation, and each Party shall share equally in such costs and expenses. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue those rights and remedies set forth in this Agreement.

C. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The non-defaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or hand delivery to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, including electronic signatures, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, acts of another party, environmental analysis or removal of hazardous or toxic substances, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency), supply chain issues, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

J. Inspection of Books and Records

Agency has the right, upon not less than five (5) business days' notice, at all reasonable times to inspect the books and records of Participant pertaining to the Agency Funded Public Improvements.

K. [RESERVED].

L. No Joint Venture or Partnership

Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

M. Anti-Boycott Against Israel Certification.

Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that the Participant, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

N. Contract With A Company Owned or Operated By the Government of China Prohibited.

Participant is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the appropriate authorities of Agency and Participant.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including **Attachments 1 through 7**, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

**URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO, A/K/A
THE POCA TELLO DEVELOPMENT AUTHORITY**

By: _____, David Villarreal, Chair

Date: _____

ATTEST:

By: _____, Aceline McCulla, Secretary

PARTICIPANT

POCA TELLO QUINN, LLC

By: _____, Manager

Date: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Bannock)

On this _____ day of _____, 2023, before me, _____, the undersigned notary public in and for said county and state, personally appeared David Villareal, known or identified to me to be the Chair of the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2023, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the Manager of Pocatello Quinn, LLC, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained on behalf of Pocatello Quinn, LLC.


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

Notary Public for _____
Commission Expires _____

Attachment 1

Project Area Map



 Urban Renewal Area and Revenue Allocation District

1 inch equals 500 feet

The City of Pocatello does not guarantee any information contained in this map to be an accurate representation of actual conditions.

No reproduction of this material in any form is authorized without written consent of the City of Pocatello.

Attachment 2

Legal Description of the Project Area

A parcel of land located in the E ½ of Section 15, Township 6 South, Range 34 East, Boise Meridian Bannock County, Idaho, a portion of the land described in instrument no. 724647 of the records of Bannock County, Idaho, being more particularly described as follows:

Commencing at the North one quarter corner of Section 15, Township 6 South, Range 34 East, Boise Meridian, said corner marked with an aluminum capped monument; thence North 89°28'06" East 65.30 feet to a point in the East right of way line of Pole Line Road; thence South 01°18'55" East along the East right of way line of Pole Line Road 25.0 feet;

thence continuing South 01°18'55" East 199.13 feet to an angle point; thence continuing along the East right of way line of Pole Line Road South 00°32'32" East 627.31 feet to the Southwest corner of the land described in instrument no. 732922 and depicted on the Record of Survey recorded as instrument no. 733159 of the records of Bannock County, Idaho, said corner marked by a ½-inch iron pin tagged LS-2652, the true point of beginning;

thence following the South and East boundaries of the said land described in instrument no. 732922 for the next five courses:

North 89°25'44" East 662.29 feet (recorded as North 89°28'06" East 662.24 feet) to a ½-inch iron pin tagged LS-2652; thence North 65°25'29" East 327.72 feet recorded as North 65°25'05" East 327.76 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°31'05" West 274.76 (recorded as North 00°32'32" West 274.85 feet) to a ½-inch iron pin tagged LS-2652;

thence South 89°24'46" West 64.24 feet (recorded as South 89°28'06" West 64.25 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°33'46" West 417.75 feet (recorded as North 00°32'32" West 418.0 feet) to a point in the South right of way line of Infirmary Road (commonly referred to as Quinn Road), said point marked with a ½-inch iron pin tagged LS-2652;

thence North 89°28'06" East 354.97 feet along the South right of way line of Infirmary Road to an angle point, said point marked with a 5/8-inch iron pin tagged PE/LS-2652; thence continuing along the South right of way line of Infirmary Road North 87°45'06" East 470.47 feet (recorded as 470.62 feet) to the Northwest corner of the Armed Forces Reserve Training Area, said corner marked with a ½-inch iron pin tagged LS-977, a distance of 2.3 feet easterly of a State of Idaho right of way monument identified as being 55 feet left of centerline station 93+60 of the Yellowstone Highway-Quinn Road Project;

thence South 00°02'34" East 324.22 feet (recorded as South 00°01'29" East 324.93 feet) to the Southwest corner of the said training area, said corner marked with a "PK" nail tagged LS-977; thence North 89°57'26" East 614.32 feet (recorded as North 89°58'00" East 614.59 feet) to a brass cap monument set in concrete, marking the Southeast corner of the said training area.

thence South 08°46'34" East 1568.57 feet (recorded as South 08°45'29" East 1568.22 feet) along the Westerly right of way line of the Union Pacific Railroad to a point of curvature, said point marked with an untagged ½- iron pin, from which the center of the curve bears South 81°22'51" West;

thence continuing along the Westerly right of way line of the Union Pacific Railroad, following an 1860 foot radius nontangent curve, concave to the West, through a central angle of 21°34'18" for an arc distance of 700.28 feet (recorded as 700.4 feet) to a concrete monument marking the Northeast corner of N.O.P. Park (a City of Pocatello Park), from which the East one quarter corner of Section 15 bears South 86°53'02" East 109.83 feet;

thence South 89°20'26" West on a nontangent line 1771.96 feet (recorded as South 89°21'27" West 1771.60 feet) to the Northwest corner of N.O.P. Park, said corner marked with a ½-inch iron pin tagged LS-977; thence South 00°04'43" West along the West boundary of N.O.P. Park 1300.68 feet to a point on the North right of way line of Eldredge Road;

thence South 89°21'43" West along the North right of way line of Eldredge Road 739.45 feet to a point in the East right of way line of Pole Line Road; thence North 00°32'32" West 3042.61 feet to the point of beginning.

Attachment 3

Overview of the Site



Attachment 4

Agency Funded Public Improvements

Item	Estimated Cost
<p>Improvements to Building 12 Façade, Windows, Paint, and Panels</p> <ul style="list-style-type: none">○ Windows: No window replacements necessary. Replacement/repair of any window coverings as needed will be of similar panel profile, and may be of metal, fiberglass, or other material as appropriate.○ Paint: To include prep (scrape/power wash), 2 coats of paint, & sealants of all exterior body and trim surfaces, including fluted panel & any brick surfaces, windows along ground floor offices, soffits, fascias, overhead doors, man doors, and roof ladders & pipe handrails as applicable. Paint color selections will be consistent with the renderings and assigned S&W colors of Repose Grey, Gauntlet Gray, & Indigo Blue.○ Panels: The majority of existing siding on our buildings are Transite panels. Some of these sections may need repair or re-securing by mechanical fastener, or some may need complete replacement (similar fluted/corrugated profile, metal or other material). Contractor will provide securement/attachment of all existing panels as needed as part of prep/paint proposal. Any replacement/installation of new panels will be of similar panel profile, and may be of metal, fiberglass, or other material as agreed upon between both parties.	
Agency Reimbursement Not to Exceed:	\$166,066.00

Attachment 5

Confirmation of Reimbursement

CONFIRMATION OF AGENCY REIMBURSEMENT NO. ____

This Confirmation of Agency Reimbursement No.____ (“Confirmation”) is entered into between the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company authorized to do business in the State of Idaho (hereinafter “Participant”). Collectively, Agency and Participant may be referred to as the “parties.” The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Second Owner Participation Agreement by and between the Agency and Participant with an effective date of July 19, 2023, (the “Second OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the Second OPA and as specifically identified below, shall be _____ and ___/100 dollars (\$ _____) (the “Agency Reimbursement”) for the Agency Funded Public Improvements to building 12. All capitalized terms not otherwise set forth herein shall have those meanings set forth in the OPA.

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date, pursuant to the Reimbursement Procedure set forth in the Second OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the Second OPA are less than the total Agency Reimbursement.

If the Agency Reimbursement is not fully funded by December 31, 2030, or the date upon with the Urban Renewal Plan and Project Area terminates, whichever is earlier, the Agency will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall first be paid from the existing revenue allocation proceeds, if any, collected within the Naval Ordnance Plant Urban Renewal Area Improvement Plan revenue allocation area (the “Site”) pursuant to the terms and conditions set

forth in the Second OPA. If existing revenue allocation proceeds are not sufficient to pay the Confirmation in full as of the Effective Date, the Participant shall be paid from revenue allocation proceeds received over time from the Site during the Reimbursement Term.

Except as expressly modified above, the terms and conditions of the Second OPA are still binding on Agency and Participant as set forth in such Second OPA. In the event of a conflict between this Confirmation and the Second OPA, the Second OPA shall control.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO a/k/a POCATELLO DEVELOPMENT AUTHORITY

By: _____, Chair

Date: _____

ATTEST:

By: _____, Secretary

PARTICIPANT:

POCATELLO QUINN, LLC, a Delaware limited liability company.

By: _____

Date: _____

Attachment 6

Deed of Façade Easement

After recording, return to:

City of Pocatello
c/o City Attorney
911 N. 7th Avenue
Pocatello, ID 83201

DEED OF FAÇADE EASEMENT

THIS DEED OF FAÇADE EASEMENT (“Façade Easement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between POCATELLO QUINN, LLC, a Delaware limited liability company (hereinafter “Grantor”), whose address is 11111 Santa Monica Boulevard, Suite 810, Los Angeles, California 90025 and the CITY OF POCATELLO, IDAHO, (hereinafter “Grantee”), whose address is 911 North 7th Avenue, Pocatello, Idaho 83201. Grantor and Grantee may be individually referred to as a Party and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain premises and improvements, as hereinafter described, commonly known as the Naval Ordnance Plant situated in Pocatello, Bannock County, Idaho (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the “Buildings”); and

WHEREAS, the Buildings are located within the Naval Ordnance Plant Urban Renewal Area Improvement Plan (the “Plan”) revenue allocation area (the “Project Area”) adopted by Pocatello City Council Ordinance No. 2797 on July 6, 2006; and

WHEREAS, the Buildings are historically significant and contribute to the historic integrity of the City and to the aesthetics of the City of Pocatello’s (the “City”) skyline; and

WHEREAS, the façade of building 12 has been or will be improved by Grantor and Grantor is eligible for reimbursement for all or a portion of the façade improvements to building 12, pursuant to that certain Second Owner Participation Agreement, dated July 19, 2023 (the “Second OPA”) by and between Grantor and Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic, authorized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (such improvements to building 12, the “Agency Funded Improvements”), as further described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the grant of a façade easement, hereinafter referred to as the “Façade Easement,” by Grantor to Grantee on the Property (as defined below) will assist in preserving and maintaining the Building, the Property, and their architectural ensemble and historic significance for the benefit of public; and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, the Façade Easement for the purposes of ensuring that the architectural and aesthetic improvement of the Property will not be destroyed, altered, or impaired during the Term (as defined below).

NOW, THEREFORE, in consideration of the sum of One Dollar or other valuable consideration paid to Grantor, the receipt thereof is hereby acknowledged, Grantor does hereby give, grant, bargain, sell, and convey, with covenants of warranty to Grantee, a Façade Easement as hereinafter described with respect to the following described parcel of land, with the building and improvements thereon, located in the City of Pocatello, Bannock County, Idaho, and described more particularly on Exhibit B, attached hereto and incorporated herein

The Façade Easement granted herein shall be of the nature and character hereinafter described and shall be a covenant running with the land, for the Term (as defined below), binding upon Grantor, its successors, and assigns.

1. Description and Term

The “Property” for which this Façade Easement is granted is described as follows: all improved exterior surfaces of building 12 (including, without limitation, the exterior walls and windows) within the Project Area. The location of the Property within the Project Area is shown on Exhibit B, and the Project Area is more particularly described in Exhibit C, attached hereto and incorporated herein by reference.

The Term of this Façade Easement shall be ten (10) years from the date of completion of all of the Agency Funded Improvements on the Property, as determined pursuant to the Second OPA, unless otherwise terminated as provided herein or by written agreement of the Parties.

2. Maintenance

Grantor agrees to assume the cost of all continued maintenance and repair of the Property and further agrees to conduct regular maintenance and repair in order to preserve the architectural and aesthetic improvements of the Property in the same or better condition as of the completion of the Agency Funded Improvements. All maintenance and repairs to the Property shall be of high quality and performed in a workmanlike manner, using materials of high quality, and shall be commenced and completed with a high degree of diligence and in a matter which preserves the improvements to the Property in the same condition as of the completion of the Agency Funded Improvements. Grantee shall have the right to request additional maintenance should it be necessary to preserve the Property in the same condition as of the completion of the Agency Funded Improvements.

3. Alterations

Grantor, its successors or agents, shall make no material alterations or changes to the exterior surfaces to the Property, including changes in paint colors after completion of the Agency Funded Improvements, without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed, other than general maintenance and repair as required hereunder which shall not require the consent of Grantee, provided, however,

no functionally required elements such as door locks, personnel doors, overhead doors, or other devices which do not materially modify the exterior of the Property shall require Grantee's consent. The addition of any new building element onto the existing Property, or the demolition of Property, may be undertaken, commenced, or performed only with the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. Inspection

Grantor hereby agrees that representatives of Grantee, its successors, and assigns, shall be permitted at all reasonable times to inspect the Property. Inspections will normally take place from the street. However, Grantor agrees that representatives of Grantee, its successors, and assigns, shall upon request be permitted to enter and inspect the interior of the Property improved by the Agency Funded Public Improvements to ensure the integrity of the Property upon reasonable notice to Grantor. Such access shall be in compliance with all security requirements of Grantor or any tenant of Grantor, and exercised in such manner as to not unreasonably interfere with the operations of Grantor or any tenant of Grantor.

5. Grantor's Use

Grantor reserves the right and privilege for the use of the Property and the Buildings for any purpose not inconsistent with this Façade Easement or with any Local, State, or Federal law or regulation. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents for the inspection rights above, the right to enter the Property for the purposes set forth herein.

6. Casualty or Loss

In the event the Buildings, including the Property, are, by reason of fire, flood, earthquake, or other disaster of any kind whatsoever:

A. Partially destroyed to such an extent or of such nature that the appearance of the Property are materially altered, then Grantor shall, within a reasonable period of time, restore the Property either to a condition so that the appearance is restored to that existing at the time immediately prior to such destruction, or to any other such condition as the Parties may agree to in writing, provided, however, that if the partial destruction of the Property and/or the Buildings is so extensive as to make repair or reconstruction impractical, taking into account the proceeds of any insurance available for reconstruction, or there is less than 24 months left in the Term, then Grantor may proceed under 6B below.

B. Totally destroyed with respect to the Property and/or the Building, then this Façade Easement shall be extinguished, and Grantor may thereafter erect a building which meet all applicable, zoning, land use restrictions pertaining to the Project Area.

Upon satisfactory completion of restoration under Paragraph 6A, this Façade Easement shall apply to the restored appearance for the remainder of the Term. If Grantor fails, after written notice to restore the Building or the Property within a reasonable period of time as required under Paragraph 6A, Grantee may invoke any remedy available to it under this Façade Easement.

7. Insurance

Grantor, shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage in an amount in the lesser of the (i) full replacement value or (ii) the fair market value of the Buildings and Property. Such insurance shall include Grantee's interest and name Grantee as additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the Effective Date and a new policy or certificate prior to the expiration of such policy.

8. Release

Grantor hereby releases and relieves Grantee of all liability with respect to the Building and the Property unless arising from the misconduct or negligence of Grantee in performing its rights or obligations hereunder. Grantor shall defend and hold harmless Grantee from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury, and of damage to property occurring in or around the Building or the Property subject to this Façade Easement, occasioned in whole or in part by the negligence of Grantor, its agents or employees.

9. Enforcement

If either party violates or fails to observe any covenant, agreement or provision contained here, then the non-defaulting party shall, in addition to all other remedies available at law or in equity, have the right to enforce this Façade Easement, including each of its provisions by specific performance. If Grantor fails to maintain the Property as required hereunder, and if such failure shall not be completely cured and remedied within a reasonable period of time of not less than thirty (30) days following written notice sent by Grantee to Grantor, then Grantee shall have the right, itself or through agents or contractors, to restore, repair, or maintain the Property, and Grantor shall, promptly upon request, reimburse Grantee for all reasonable sums so actually expended by Grantee.

10. Successors and Assigns

This Façade Easement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns. Grantee agrees that it will hold this Façade Easement exclusively for conservation purposes and will not transfer this Façade Easement for money, other property, or services. Nothing herein shall be construed to limit Grantor's right to assign, sell, transfer, convey, mortgage, pledge, or otherwise hypothecate its interest in the Buildings without Grantee's consent, so long as any such transfer or pledge shall be subject to Grantee's interest herein; provided further, that upon assignment, sale, or transfer (other than for security) of the Building, the obligations and duties of Grantor hereunder shall automatically transfer to Grantor's successor in interest and Grantor shall be released from any liability hereunder.

11. Notice

Any notice required herein shall be in writing sent by first class U.S. Mail to the following addresses:

For Grantor:

Pocatello Quinn, LLC
11111 Santa Monica Blvd., Suite 810
Los Angeles, CA 90025

For Grantee:

City of Pocatello
Office of the Mayor
911 North 7th Avenue
Pocatello, ID 83201

12. Acceptance

Grantee hereby accepts the rights and interests granted to it in this Façade Easement.

13. Severability of Provisions

Should any term, provision, condition or other portion of this Façade Easement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Façade Easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

[end of text]

TO HAVE AND TO HOLD, the afore granted and bargained Façade Easement, with all the privileges and appurtenances thereof to Grantee, its successors, and assigns, in perpetuity.

IN WITNESS WHEREOF, Grantor has executed this on _____ of _____, 2023.

Pocatello Quinn, LLC, a Delaware limited liability company

By: _____, Name: _____, Title: Manager

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Manager of Pocatello Quinn, LLC a Delaware limited liability company, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

S
E
A
L

Notary Public
My commission expires on _____

EXHIBIT A

Agency Funded Public Improvements

Item	Estimated Cost
<p>Improvements to Building 12 Façade, Windows, Paint, and Panels</p> <ul style="list-style-type: none"> ○ Windows: No window replacements necessary. Replacement/repair of any window coverings as needed will be of similar panel profile, and may be of metal, fiberglass, or other material as appropriate. ○ Paint: To include prep (scrape/power wash), 2 coats of paint, & sealants of all exterior body and trim surfaces, including fluted panel & any brick surfaces, windows along ground floor offices, soffits, facias, overhead doors, man doors, and roof ladders & pipe handrails as applicable. Paint color selections will be consistent with the renderings and assigned S&W colors of Repose Grey, Gauntlet Gray, & Indigo Blue. ○ Panels: The majority of existing siding on our buildings are Transite panels. Some of these sections may need repair or re-securing by mechanical fastener, or some may need complete replacement (similar fluted/corrugated profile, metal or other material). Contractor will provide securement/attachment of all existing panels as needed as part of prep/paint proposal. Any replacement/installation of new panels will be of similar panel profile, and may be of metal, fiberglass, or other material as agreed upon between both parties. 	
Agency Contribution Not to Exceed:	\$166,066.00

EXHIBIT B

Location of Building 12 with the Project Area



EXHIBIT C

Legal Description of the Project Area

A parcel of land located in the E ½ of Section 15, Township 6 South, Range 34 East, Boise Meridian Bannock County, Idaho, a portion of the land described in instrument no. 724647 of the records of Bannock County, Idaho, being more particularly described as follows:

Commencing at the North one quarter corner of Section 15, Township 6 South, Range 34 East, Boise Meridian, said corner marked with an aluminum capped monument; thence North 89°28'06" East 65.30 feet to a point in the East right of way line of Pole Line Road; thence South 01°18'55" East along the East right of way line of Pole Line Road 25.0 feet;

thence continuing South 01°18'55" East 199.13 feet to an angle point; thence continuing along the East right of way line of Pole Line Road South 00°32'32" East 627.31 feet to the Southwest corner of the land described in instrument no. 732922 and depicted on the Record of Survey recorded as instrument no. 733159 of the records of Bannock County, Idaho, said corner marked by a ½-inch iron pin tagged LS-2652, the true point of beginning;

thence following the South and East boundaries of the said land described in instrument no. 732922 for the next five courses:

North 89°25'44" East 662.29 feet (recorded as North 89°28'06" East 662.24 feet) to a ½-inch iron pin tagged LS-2652; thence North 65°25'29" East 327.72 feet recorded as North 65°25'05" East 327.76 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°31'05" West 274.76 (recorded as North 00°32'32" West 274.85 feet) to a ½-inch iron pin tagged LS-2652;

thence South 89°24'46" West 64.24 feet (recorded as South 89°28'06" West 64.25 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°33'46" West 417.75 feet (recorded as North 00°32'32" West 418.0 feet) to a point in the South right of way line of Infirmary Road (commonly referred to as Quinn Road), said point marked with a ½-inch iron pin tagged LS-2652;

thence North 89°28'06" East 354.97 feet along the South right of way line of Infirmary Road to an angle point, said point marked with a 5/8-inch iron pin tagged PE/LS-2652; thence continuing along the South right of way line of Infirmary Road North 87°45'06" East 470.47 feet (recorded as 470.62 feet) to the Northwest corner of the Armed Forces Reserve Training Area, said corner marked with a ½-inch iron pin tagged LS-977, a distance of 2.3 feet easterly of a State of Idaho right of way monument identified as being 55 feet left of centerline station 93+60 of the Yellowstone Highway-Quinn Road Project;

thence South 00°02'34" East 324.22 feet (recorded as South 00°01'29" East 324.93 feet) to the Southwest corner of the said training area, said corner marked with a "PK" nail tagged LS-977; thence North 89°57'26" East 614.32 feet (recorded as North 89°58'00" East 614.59 feet) to a brass cap monument set in concrete, marking the Southeast corner of the said training area.

thence South 08°46'34" East 1568.57 feet (recorded as South 08°45'29" East 1568.22 feet) along the Westerly right of way line of the Union Pacific Railroad to a point of curvature, said point marked with an untagged ½- iron pin, from which the center of the curve bears South 81°22'51" West;

thence continuing along the Westerly right of way line of the Union Pacific Railroad, following an 1860 foot radius nontangent curve, concave to the West, through a central angle of 21°34'18" for an arc distance of 700.28 feet (recorded as 700.4 feet) to a concrete monument marking the Northeast corner of N.O.P. Park (a City of Pocatello Park), from which the East one quarter corner of Section 15 bears South 86°53'02" East 109.83 feet;

thence South 89°20'26" West on a nontangent line 1771.96 feet (recorded as South 89°21'27" West 1771.60 feet) to the Northwest corner of N.O.P. Park, said corner marked with a ½-inch iron pin tagged LS-977; thence South 00°04'43" West along the West boundary of N.O.P. Park 1300.68 feet to a point on the North right of way line of Eldredge Road;

thence South 89°21'43" West along the North right of way line of Eldredge Road 739.45 feet to a point in the East right of way line of Pole Line Road; thence North 00°32'32" West 3042.61 feet to the point of beginning.

(VW 1.3.2022)

4873-8086-1550, v. 1

Attachment 7

Renderings of the Improvements to Building 12

4861-5957-5662, v. 1



12 12





COMPLETION GUARANTY

THIS COMPLETION GUARANTY (“Agreement”) is made effective as of July 19, 2023, by and between SPE Holdings, LLC, a Delaware limited liability company (“Guarantor”), and Urban Renewal Agency of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (“Agency”).

RECITALS

A. Agency and Pocatello Quinn, LLC entered into a Second Owner Participation Agreement, dated even date herewith (the “OPA”), for the construction and completion of Agency Funded Public Improvements on or before the Construction Term. All capitalized terms not otherwise defined herein shall have those meanings set forth in the OPA.

B. In order to induce Agency to enter into the OPA, Guarantor has agreed to guaranty the completion of the Agency Funded Public Improvements on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and benefits of this Guaranty, the foregoing recitals, which are fully incorporated herein, and other good and valuable consideration on the terms, conditions, and covenants hereinafter set forth, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Completion Guaranty. Guarantor hereby unconditionally and irrevocably guaranties to Agency that the Agency Funded Public Improvements will be fully built and completed in accordance with the OPA. This is a guarantee of the completion obligations and not a guarantee of the payment of any funds due from Participant to Agency under the OPA. Guarantor agrees to keep itself fully informed of the status of construction of the Agency Funded Public Improvements, and promptly take such action as may be necessary to fulfill its obligations under this Guaranty. This Guaranty shall terminate upon completion of the Agency Funded Public Improvements as set forth in the OPA. In giving this Agreement, Guarantor agrees that it has had an opportunity to review the OPA between Agency and Participant, and accepts the same. This Agreement is an absolute, irrevocable and unconditional guaranty of completion of the Agency Funded Public Improvements. Guarantor’s obligations under this Agreement survive the dissolution, death, consolidation, bankruptcy, receivership, or transfer of Participant. It shall not be necessary for Agency to first institute suit or pursue or exhaust any rights or remedies against Participant in order to enforce this Agreement against Guarantor.

2. Binding Effect. This Guaranty is binding not only on Guarantor, but also on Guarantor's heirs, successors and assigns.

3. Governing Law; Forum; Consent to Jurisdiction. This Guaranty shall be deemed to be a contract entered into pursuant to the laws of the State of Idaho and shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of Idaho, without giving effect to principles regarding conflict of laws. The parties hereby submit to the exclusive jurisdiction of the United States District Court for the District of Idaho and of any Idaho state court sitting in Bannock County, Idaho for purposes of all legal proceedings arising out of or relating to this Agreement. This Agreement is the result of substantial negotiations between Guarantor and Agency and shall be construed in accordance with the fair intent and meaning of the language contained in this Agreement in its entirety and not for or against either party, regardless of which party (or its legal counsel) was responsible for its preparation.

4. Invalidity of Certain Provisions. If any provision of this Agreement or the application thereof to any circumstance shall, for any reason and to any extent, be declared to be invalid or unenforceable, neither the remaining provisions of this Agreement nor the application of such provision to any other Person or circumstance shall be affected thereby, and the remaining provisions of this Agreement, or the applicability of such provision to other circumstances, as applicable, shall remain in effect and be enforceable to the maximum extent permitted by applicable law.

5. Attorneys' Fees and Costs of Collection. Prevailing party shall pay upon award all attorneys' fees and all other costs and expenses incurred in the enforcement of or preservation rights under this Agreement including, without limitation, all attorneys' fees and expenses, investigation costs, and all court costs.

6. Notices. Formal notices, demands, and communications between Agency and Guarantor shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or hand delivery to the principal offices of Agency and Guarantor as set forth in the OPA. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

7. Default and Remedies. Section V of the OPA is fully incorporated herein in the event of a default of either party hereunder.

8. Further Assurances. Guarantor at Guarantor's expense will promptly execute and deliver to Agency upon Agency's request all such other and further documents, agreements, and instruments in compliance with or accomplishment of the agreements of Guarantor under this Guaranty.

9. No Fiduciary Relationship. The relationship between Agency and Guarantor is solely that of Agency and guarantor. Agency has no fiduciary or other

special relationship with or duty to Guarantor and none is created hereby or may be inferred from any course of dealing or act or omission of Agency.

10. Time of Essence. Time shall be of the essence in this Guaranty with respect to all of Guarantors' obligations hereunder.

11. Counterparts. This Guaranty may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same agreement.

12. Entire Agreement. This Agreement embodies the entire agreement between Agency and Guarantor with respect to the completion of the Agency Funded Public Improvements. This Guaranty supersedes all prior agreements and understandings, if any, with respect to the guaranty by Guarantor for the completion of the Agency Funded Public Improvements. No condition or conditions precedent to the effectiveness of this Agreement exist. This Agreement shall be effective upon execution by Guarantor and delivery to Agency. This Agreement may not be modified, amended or superseded except in a writing signed by Agency and Guarantor referencing this Agreement by its date and specifically identifying the portions hereof that are to be modified, amended or superseded.

[end of text]

IN WITNESS WHEREOF, Guarantor has duly executed this Agreement under seal as of the date first written above.

GUARANTOR:

SPE HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY
OF POCA TELLO, IDAHO, A/K/A THE
POCA TELLO DEVELOPMENT
AUTHORITY

By: _____

David Villarreal, Chair

ATTEST: _____

Name: _____

Title: _____

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO, ALSO KNOWN AS POCATELLO DEVELOPMENT AUTHORITY AUTHORIZING AGENCY TO ENTER INTO A SECOND OWNER PARTICIPATION AGREEMENT WITH POCATELLO QUINN, LLC; AUTHORIZING THE CHAIR OR VICE CHAIR AND THE SECRETARY OF AGENCY TO TAKE APPROPRIATE ACTION; AUTHORIZING ANY TECHNICAL CHANGES, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as Pocatello Development Authority, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the City of Pocatello (the "City") adopted its Ordinance No. 2797 on July 6, 2006, approving the Naval Ordnance Plant Urban Renewal Area Improvement Plan (hereinafter the "Urban Renewal Plan"), and establishing the Naval Ordnance Plant revenue allocation area (the "Project Area"). The termination date of the Urban Renewal Plan and Project Area is December 31, 2030;

WHEREAS, Pocatello Quinn, LLC (the "Participant"), acquired the approximately 150-acre former Naval Ordnance Plant, located within the City and within the Project Area (the "Site");

WHEREAS, Participant intends to make significant improvements to the Site to attract a mix of tenants to support industrial distribution, manufacturing, office, and retail uses (the "Project");

WHEREAS, as part of the Project, Participant intends on constructing certain improvements to façades of several of the existing buildings, including painting and replacement of any existing damaged, loose, and/or failing panels, which improvements are necessary to the proper redevelopment of the Site;

WHEREAS, the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan, including building façade enhancements;

WHEREAS, the Agency and Participant previously entered into that certain Owner Participation Agreement on June 6, 2022, which provided for Agency reimbursement to Participant for costs related to certain improvements to façades on existing buildings 13, 16, 36, 37, and 38 located within the Site, including painting and replacement of any existing damaged, loose, and/or failing panels;

WHEREAS, the improvements to the exterior of the buildings' façades are subject to a Deed of Façade Easement, recorded in the real property records of Bannock County on July 8, 2022, as Instrument No. 22211620, granting the City the right to preserve the partially funded buildings' exterior façades into the future;

WHEREAS, the Agency and Participant entered into the First Amendment to the Owner Participation Agreement to amend the Owner Participation Agreement to allow Agency to reimburse Participant for completion of a portion of certain improvements to building 16 within the Site prior to building 16 being completed in its entirety;

WHEREAS, the Agency and Participant wish to enter into a Second Owner Participation Agreement ("Agreement") to outline the major terms of Agency's participation in the funding of certain improvements and other eligible expenses to building 12 within the Site (collectively the "Agency Funded Public Improvements");

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan;

WHEREAS, the Site and building 12 are not registered in the National Register of Historic Places but are historically significant and contribute to the historic integrity of the City. Additionally, the Site contributes greatly to the City's skyline;

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Agreement to define their respective obligations;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement, attached hereto as Exhibit A, and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO, ALSO KNOWN AS POCA TELLO DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Agreement.

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the July 19, 2023, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as Pocatello Development Authority on July 19, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on July 19, 2023.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary of the Board

EXHIBIT A

Second Owner Participation Agreement

4865-7588-1071, v. 1

Action Item 7

Pocatello Development Authority - Budget 2023-2024 Fiscal Year

AGENDA 7

	Naval					
	General Fund	Ordinance	North Portneuf	Airport	Northgate	Total
Estimated Beginning Cash Balance October 1, 2023	\$1,098,000	\$10,000	\$1,648,000	\$10,800	\$346,900	\$3,113,700
INCOME:						
Administrative fees - estimated	\$75,100					\$75,100
Property taxes	\$14,400	\$124,000	\$103,000	\$83,800	\$295,000	\$620,200
Interest Income	\$21,960	\$200	\$32,960	\$200	\$6,900	\$62,220
Total Projected Income:	\$111,460	\$124,200	\$135,960	\$84,000	\$301,900	\$757,520
Amount Available for FY 2024 appropriations	\$1,209,460	\$134,200	\$1,783,960	\$94,800	\$648,800	\$3,871,220
EXPENSE:						
Contingency (1)	\$1,132,360	\$84,856	\$1,777,792	\$62,067	\$644,945	\$3,702,020
Administrative expense - estimated		\$49,344	\$6,168	\$17,733	\$3,855	\$77,100
Luncheon costs	\$2,100					\$2,100
Office expenses	\$500					\$500
Dues and memberships						\$0
Errors and omission insurance	\$8,500					\$8,500
City Administration Charges	\$16,000					\$16,000
Professional services	\$50,000			\$15,000		\$65,000
Total Projected Expense:	\$1,209,460	\$134,200	\$1,783,960	\$94,800	\$648,800	\$3,871,220
CALCULATED ENDING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

1. The General fund contingency covers any potential unplanned projects.
 The remaining contingencies in the other districts are for potential unplanned projects.