

MUTUAL TERMINATION AND RENT WAIVER AGREEMENT

This Agreement is made by and between Dolce Hospitality, dba Prego Cafes ("Tenant") and the Weber County Library ("Landlord") effective on the date of the last signature below.

RECITALS

WHEREAS, Tenant has leased from Landlord the following locations since June 1, 2022:

- Main Library, 2464 Jefferson, Ogden
- Pleasant Valley Branch, 5568 Adams Ave, Washington Terrace
- Southwest Branch, 1950 W 4000 S, Roy

WHEREAS, in order to assist Tenant in getting its business operations started, Landlord has not required Tenant to pay late fees or interest on past due rent for any of the locations for the entire term of the lease;

WHEREAS, to date Tenant has not current on the rent for any of the locations;

WHEREAS, Landlord has conducted a competitive solicitation to find interested Tenants for these and other café spaces;

WHEREAS, although Tenant applied to continue in one of the café spaces, Tenant was ultimately not selected;

WHEREAS, in order to accommodate incoming Tenants and ensure a smooth transition for Patrons, Landlord has requested that Tenant vacate the leased spaces in exchange for waiver of the past due rent, late fees, and interest.

AGREEMENT

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. Leased Premises.

- a. **Main Library** café space at 2464 Jefferson Ave., Ogden, Utah (the "Main Premises").
 - b. **Pleasant Valley Branch** café space at 5568 S. Adams Ave., Washington Terrace, Utah (the "PVB Premises").
 - c. **Southwest Branch** café space at 1950 W 4000 S, Roy, Utah (the "SW Premises").
- Each location is leased to Tenant under a written café lease between Landlord and Tenant or its predecessor (collectively, the "Leases").

2. Surrender Dates.

- a. Tenant shall vacate and surrender possession of the Main and Pleasant Valley Branch premises to Landlord no later than 5:00 p.m. on Thursday, October 9, 2025.
- b. Tenant shall vacate and surrender possession of the Southwest premises to Landlord no later than 5:00 p.m. on Thursday, October 16, 2025.

3. Condition on Surrender. On or before each applicable surrender date above, Tenant shall (i) remove all Tenant trade fixtures, equipment, and personal property (unless otherwise agreed in writing by Landlord under paragraph 6 below); (ii) repair any damage caused by such removal; (iii) leave the premises in broom-clean condition; and (iv) deliver keys to Landlord.

4. Mutual Termination. Subject to Tenant's full and timely performance of paragraphs 2 and 3, the Lease is mutually terminated as of the surrender date, and all rights of possession revert to the Landlord.

5. Waiver of Past Due Rent. Provided Tenant timely and fully performs paragraphs 2 and 3, Landlord waives and releases any and all claims for rent, late fees, and interest that accrued under the Lease for each location through the applicable surrender date. This waiver does not extend to (a) costs of repairing damage beyond ordinary wear and tear, (b) indemnity obligations for third-party claims arising from Tenant's operations, or (c) Tenant's obligations expressly stated to survive termination.

6. Optional Short-Term Equipment Accommodation. At Landlord's written discretion, Tenant may leave specific items of trade fixtures or equipment in place solely to facilitate a private sale to a successor operator through October 31, 2025. Title and risk of loss remain with Tenant. Landlord is not a party to any such sale and has no liability concerning it. Any items remaining after October 31, 2025, may be deemed abandoned and disposed of by Landlord without liability.

7. Holdover. If Tenant fails to surrender any location by its surrender date, Tenant shall be liable for holdover use and occupancy at 200% of the Minimum Monthly Rent (prorated daily) for that location under the Lease, plus all actual damages caused by the delay. This does not limit Landlord's other remedies at law or in equity.

8. Security Deposit. If Landlord holds a cash security deposit for any location, Landlord will reconcile and return any remaining balance within 30 days after that location's surrender, less lawful deductions for documented repair of damage beyond ordinary wear and tear.

9. Miscellaneous. This agreement shall be interpreted under the laws of Utah. The venue for any disputes is the Second District Court, Weber County, Utah. This Agreement is the entire agreement regarding its subject matter and may be executed in counterparts and by electronic signature.

In witness whereof, the parties have caused this Agreement to be duly executed as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Harvey voted _____
Commissioner Froerer voted _____
Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA Weber County

LANDLORD:

By: _____
Lynnda Wangsgard, Director

WEBER COUNTY LIBRARY BOARD

By: _____
Wendy Ogata, Chair

TENANT:

Dolee Hospitality, dba Prego Cafes

By: _____
Ramin Broumand, Owner