

WEBER COUNTY LIBRARY SYSTEM CAFE SPACE LEASE AGREEMENT

This Cafe Space Lease Agreement ("Lease") is made and entered into as of October 7, 2025 ("Effective Date"), by and between the Weber County Library System, whose administrative office is located at 2039 W 4000 S, Roy, UT 84401 ("Landlord"), and Riley Restaurant Group, a limited liability corporation, whose principal place of business is 1192 S 5200 W, Ogden, UT 84404 ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties" and individually as a "Party."

ARTICLE 1 – LEASED PREMISES

1.1 Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the café space described in Exhibit A ("Premises") located within the Main Library Branch of the Weber County Library System ("Branch").

1.2 Common Areas and Equipment. Tenant may use the Branch's public seating immediately adjacent to the Premises and the items listed in Exhibit B (Existing Equipment), subject to Library policies. Tenant's trade fixtures installed at its expense are governed by § 14.2.

1.3 Access by Landlord. Tenant shall permit Landlord to enter the Premises at reasonable times to examine and repair, or to make additions, alterations, or modification to any part of the building. Landlord shall not unreasonably interfere with the conduct of Tenant's business.

ARTICLE 2 – TERM

2.1 Base Term. The Lease commences on November 15, 2025 ("Commencement Date") and continues for 5 years, expiring at 11:59 p.m. on November 16, 2030 ("Expiration Date"), unless earlier terminated as provided herein.

2.2 Renewal Options. Tenant may request, and Landlord may grant in its sole discretion, up to two successive three-year renewal terms upon written request delivered at least 90 days before the Expiration Date of the then-current term. Renewal shall be documented in a written amendment executed by both Parties.

2.3 Holdover. Any holdover without a written extension shall create a month-to-month tenancy at will on the same terms except that Base Rent shall increase to 150 % of the last scheduled rate.

ARTICLE 3 – RENT

3.1 Base Rent and Percentage Rent. Tenant shall pay the greater of:

- (a) *Minimum Monthly Rent* – ~~\$600.00~~ ^{\$600.00} per month, subject to annual adjustment under § 3.3; or
- (b) *Percentage Rent* – 5% of Gross Sales for the month if Gross Sales equal or exceed \$20,000.00.

3.2 Gross Sales Definition. "Gross Sales" means all revenue from sales of food, beverages, merchandise, catering, delivery-app orders picked up at the Branch, and gift-card redemptions, whether for cash, credit, check, or otherwise, excluding (i) sales tax separately stated, (ii) refunds, and (iii) tips paid entirely to employees.

3.3 CPI Adjustment. Beginning February 1, 2026 and on each February 1 thereafter, Minimum Monthly Rent shall increase by the percentage change in the U.S. CPI-U (All Items, West Region) over the preceding calendar year, but not less than 2 % nor more 5 %. The U.S. Bureau of Labor Statistics typically publishes the December CPI in mid-January. Landlord shall calculate the adjustment upon publication and deliver written notice to Tenant no later than January 25 each year.

3.4 Reporting and Payment. Base Rent is payable on or before the first day of each month to Landlord at the address stated in § 19. Tenant shall submit with each payment an electronic statement of Gross Sales for the preceding month.

3.5 Annual Verification and Audit. Within 90 days after each Lease Year, Tenant shall provide Landlord a compilation or review of annual Gross Sales prepared by a licensed CPA at Tenant's expense. Landlord may audit Tenant's books once per Lease Year upon 10 business days' notice.

ARTICLE 4 – USE AND OPERATING STANDARDS

4.1 Permitted Use. The Premises may be used solely for the operation of a coffee-style cafe selling food and nonalcoholic beverages. No other use is permitted without Landlord's prior written consent.

4.2 Operating Hours. Tenant shall keep the Premises open to the public during all public hours of the Branch, unless otherwise approved in writing by the Library Director owing to staffing or supply emergencies.

4.3 Licenses and Compliance. Tenant shall secure and maintain all health-department permits, business licenses, and other approvals required for its operations. Failure to correct any cited health code violation within the time ordered by the regulatory authority constitutes a Default.

4.4 Prohibited Acts. Tenant shall not engage in any activity that (i) emits noxious odors, fumes, or grease beyond the Premises; (ii) generates noise exceeding customary café levels; or (iii) conflicts with Library policies governing quiet public spaces.

4.5 Operating Standards.

(a) *Signage*. Tenant shall not install exterior signage, window graphics, sandwich boards, or banners, nor alter the Branch façade, without Landlord's prior written consent, which may be withheld for any reason.

(b) *Appearance*. Tenant shall maintain the Premises, including seating and service counters, in a neat, clean, and orderly condition consistent with the Library interior. No storage, trash receptacles, or personal property shall be kept in public view outside the Premises.

(c) *Menu Approval*. Tenant's full menu, including seasonal or promotional items, is subject to advance written approval of the Weber County Library Board. The Board may withhold approval of, or require removal of, any item that, in its reasonable judgment, (1) contains artificial or highly pigmented dyes likely to stain furnishings or flooring, (2) is excessively greasy or prone to damage Library materials, or (3) is otherwise inconsistent with maintaining a quiet, family-friendly environment. Tenant shall submit proposed menu changes at least 30 days before introduction.

(d) *Default*. Failure to comply with this § 4.5 after 10 days' written notice constitutes a Default.

ARTICLE 5 – SECURITY DEPOSIT & GUARANTY

5.1 Deposit. Tenant shall deposit with Landlord concurrently with this Lease the sum of \$1,000.00. Landlord may apply the deposit to cure any default; Tenant shall replenish such amounts within 10 days of notice.

5.2 Guaranty. If Tenant is a newly formed entity or Landlord reasonably deems Tenant under-capitalized, Landlord may require additional security equal to two months' rent and an unconditional personal guaranty from the principal(s) of Tenant as a condition to this Lease.

ARTICLE 6 – TAXES

Tenant shall pay when due all taxes and assessments levied upon Tenant's personal property, trade fixtures, and operations at the Premises.

ARTICLE 7 – MAINTENANCE & REPAIRS

7.1 Landlord Obligations. Landlord shall maintain the structural components of the Branch and Building systems (HVAC, electrical, plumbing, roof) in good, safe condition.

7.2 Tenant Obligations. Tenant shall maintain the Premises, trade fixtures, and all permitted alterations in clean, sanitary, and safe condition and shall promptly repair damage caused by Tenant or its invitees. Tenant is solely responsible for maintaining and, upon Lease termination, removing any grease trap or similar device installed for Tenant's operations and for remediating any related environmental condition.

7.3 Health and Safety. Tenant shall keep the Premises in compliance with all applicable health, fire, and safety regulations. Health Department re-inspection fees arising from Tenant's violation are Tenant's responsibility.

7.4 Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to the Premises, including without limitation structural changes; modifications to plumbing, electrical, HVAC, or fire-life-safety systems; or installation of built-in equipment, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion. All approved work shall be performed (a) at Tenant's sole cost, (b) under plans and permits reviewed and approved by Landlord, (c) by licensed contractors acceptable to Landlord, and (d) in compliance with all applicable building codes, ADA requirements, and Library construction standards. Landlord may require Tenant, at Lease termination, to remove any alterations and restore the Premises to its original condition, normal wear excepted. Alterations not required to be removed shall, at Landlord's option, become Landlord's property without compensation to Tenant. Landlord's review or approval of plans or work is solely for its benefit and shall not create any responsibility or liability on Landlord.

ARTICLE 8 – INSURANCE & INDEMNITY

8.1 Insurance. Tenant shall maintain at all times:

- (a) Commercial General Liability insurance with limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate;
- (b) Property insurance covering Tenant's personal property and trade fixtures at replacement cost; and
- (c) Workers' Compensation as required by law.

All liability policies shall name "Weber County Library System and Weber County" as additional insureds. Certificates evidencing required coverage shall be delivered to Landlord before occupancy.

8.2 Indemnity. Tenant shall indemnify and hold harmless Landlord, the Weber County Library Board, Weber County, and their officers, employees, and agents from all claims, damages, liabilities, or losses arising out of or relating to this Lease or Tenant's use or occupancy of the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct.

ARTICLE 9 – FORCE MAJEURE

Neither Party shall be liable for failure to perform non-monetary obligations when such failure is caused by events beyond its reasonable control, including acts of God, fire, flood, war, or pandemic-related government closure. Rent shall not abate unless the Branch is closed to the public for more than 30 consecutive days.

ARTICLE 10 – ASSIGNMENT & SUBLETTING

10.1 Consent Required. Tenant shall not assign, sublet, license, or otherwise transfer any interest in this Lease or the Premises without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion.

10.2 Recapture Right. If Tenant requests consent to assign or sublet, Landlord may elect, in lieu of granting consent, to terminate this Lease as to the affected portion of the Premises on 60 days' notice.

10.3 Continued Liability. Unless Landlord expressly releases Tenant in writing, Tenant remains liable for all obligations notwithstanding any approved transfer.

ARTICLE 11 – DEFAULT & REMEDIES

11.1 Default. Default includes: (a) failure to pay any sum due within 5 days after notice; (b) breach of any non-monetary obligation not cured within 30 days after notice (or sooner as provided in § 4.5); (c) insolvency; or (d) abandonment of the Premises.

11.2 Landlord Remedies. Upon a Default, Landlord may (i) terminate this Lease; (ii) accelerate all rent through the Expiration Date; (iii) enter and repossess the Premises; (iv) cure Tenant's default at Tenant's expense; and/or (v) pursue any other remedy at law or equity.

11.3 Attorneys' Fees. The Parties shall be responsible for their own attorneys' fees and costs in any action arising out of this Lease.

ARTICLE 12 – CASUALTY

12.1 Maintenance of Building. Landlord shall repair or replace any defects, deficiencies, deviations or failures of materials or workmanship in the building and shall maintain the building in a good, safe condition.

12.2 Damage to Premises. If the Premises are partially damaged, Landlord will repair the damages, and rent abates proportionately during any period Tenant is deprived of use. If damage occurs in the final Lease Year and repair would cost more than 25 % of replacement value, either Party may terminate the Lease on 30 days' notice. Total destruction of the Premises shall terminate this Lease.

12.3 Damage Caused by Tenant. Notwithstanding anything to the contrary in this Article 12, if any damage to the Premises or Branch is caused by the negligence, willful misconduct, or breach of this Lease by Tenant or its employees, agents, or invitees, (a) Tenant shall be responsible to reimburse Landlord for the cost of such repair..

ARTICLE 13 – TERMINATION BY LANDLORD FOR REDEVELOPMENT

Landlord may terminate this Lease upon 180 days' written notice if it elects to remodel, expand, or close any part of the Branch. Upon such termination, Landlord shall reimburse Tenant the unamortized cost of approved Tenant Improvements (straight-line amortized over 5 years from completion).

ARTICLE 14 – FIXTURES & SURRENDER

14.1 Landlord Improvements. Alterations permanently affixed to the Branch (excluding Tenant's trade fixtures) become Landlord's property upon installation unless otherwise agreed in writing.

14.2 Tenant Trade Fixtures. Tenant-installed equipment and trade fixtures remain Tenant's property. Tenant may remove them at any time, provided Tenant repairs any damage and leaves Premises broom clean.

14.3 Surrender. Upon Lease expiration or earlier termination, Tenant shall vacate and surrender the Premises in the condition required by § 14.2.

ARTICLE 15 – QUIET ENJOYMENT

Landlord warrants that Tenant, upon paying rent and performing its obligations, shall peaceably and quietly enjoy the Premises for the Term, subject to this Lease.

ARTICLE 16 – MISCELLANEOUS

16.1 No Partnership. Nothing in this Lease creates a partnership or joint venture between the Parties.

16.2 Severability. If any provision is held invalid, the remainder shall remain enforceable, and the invalid provision shall be reformed to most nearly effect the Parties' intent.

16.3 Entire Agreement and Amendments. This Lease (with exhibits) constitutes the entire agreement and may be amended only by a writing signed by both Parties.

16.4 Governing Law. This Lease is governed by Utah law; venue lies exclusively in the Second District Court, Weber County, Utah.

16.5 Time of Essence. Time is of the essence for all obligations.

16.6 Extraordinary Remedies. Either Party may seek injunctive relief in addition to other remedies.

16.7 Captions. The captions of the sections of this Lease are for convenience only and are not a part of the Lease and do not in any way limit or amplify the terms and provisions of the Lease.

16.8 Waiver. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

ARTICLE 17 – NOTICES

All notices shall be in writing and deemed given when delivered personally, sent by certified U.S. mail (return receipt requested), or by nationally recognized overnight courier, to the addresses below (or such other address a Party designates by notice).

Landlord:

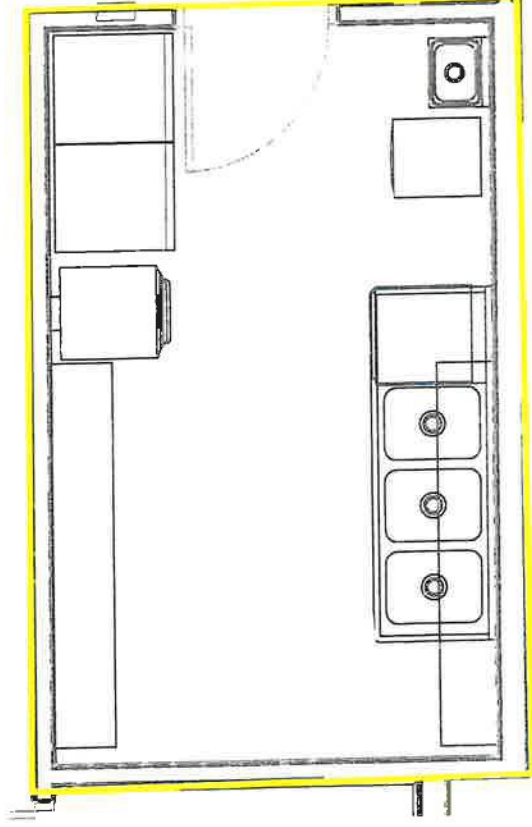
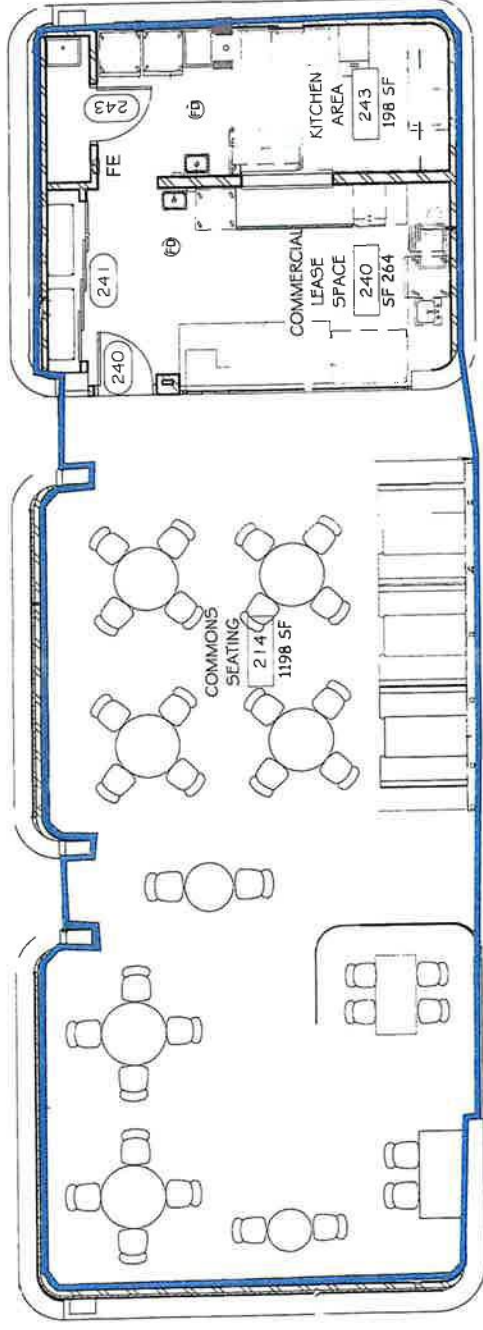
Weber County Library System
Attention: Library Director
2039 W 4000 S, Roy, UT 84401

Tenant:

Riley Restaurant Group
c/o Charles Riley Loosemore
1192 S 5200 W
Ogden, UT 84404

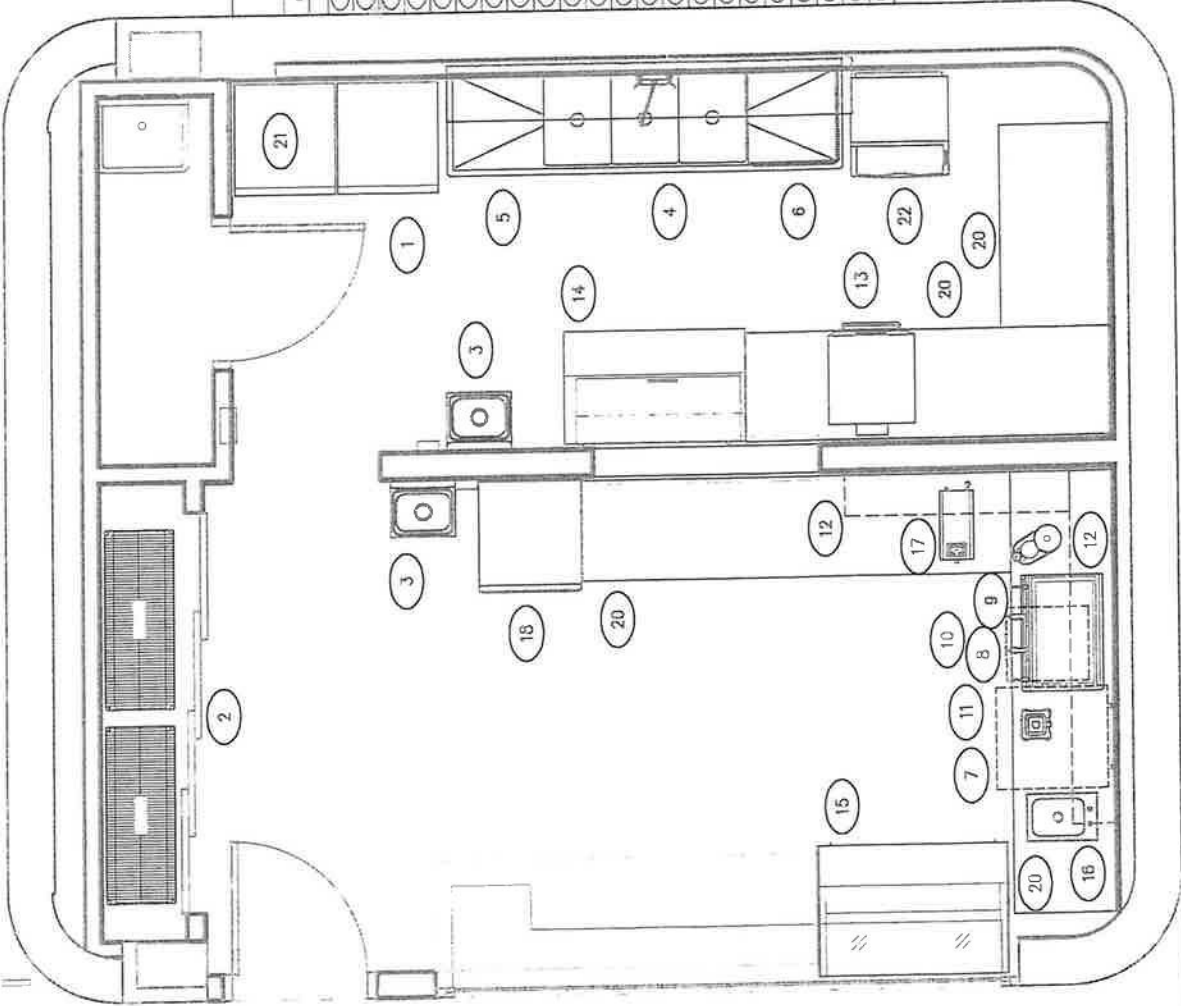
E-mail notices are permitted if the recipient acknowledges receipt by reply e-mail.

Weber County - Main Library - Leased Space 2025
Exhibit A



Total Square Feet = 1,705
Optional Square Feet = 140

Weber County - Main Library - Leased Space 2025
Exhibit B



EQUIPMENT SCHEDULE – MAIN KITCHEN																	
NO	QTY	DESCRIPTION	ELECTRICAL			GAS			WATER			DRAIN		MANUFACTURER	MODEL #	INSTALLED BY	
			VOLT	PH	HP	WATT	AMP	CORNFAT	SIZE	WBTU/LAT	HR	CW	AFW				INH
1	1	REACH-IN REFRIGERATOR	120	1			7.9	CAP 24"							TABLE MFG	T-23-HC	OWNER
2	2	STORAGE SHELVING													METRO	1848MM/74P	OWNER
3	2	HAND SINK								5"	5"	10"	1.5"	12"	JOHN BOOS	PHS-W-1410-P	CONTRACTOR
4	1	THREE COMPARTMENT SINK								5"	5"	10"	1.5"	15"	JOHN BOOS	3818241-2024	CONTRACTOR
5	1	WALL SHELF													ADVANCE/FABCO	WS-15-108	OWNER
6	1	UNDERCOUNTER DISHWASHER	208	1		45	HW	12"		35"		12"	75"	75"	MOYER DIEBEL	201HT	CONTRACTOR
7	1	UNDERCOUNTER REFRIGERATOR	120	1		2	CAP 24"								TRUE MFG	TUC-27-LP-1IC	OWNER
8	1	UNDERCOUNTER ICE MACHINE	120	1		5.2	CAP 24"					75" 18"	75"		MANITOWOC	OM-65A/AR-10000	CONTRACTOR
9	1	COFFEE GRINDER	120	1		350	CAP 48"								GRINDMASTER	VGA	OWNER
10	1	ESPRESSO MACHINE	240	1		20	HW	10"							GRINDMASTER	ESP2-220V	CONTRACTOR
11	1	BLENDER	120	1	3.5		CAP 48"								WARING	WKT500CTP	OWNER
12	2	WALL SHELVING													ADVANCE/FABCO	WS-12-50	OWNER
13	1	RAPID COOK OVEN	208	1		30	CAP 48"								MORTICHEF	E3	OWNER
14	1	REFRIGERATED PREP TABLE	120	1		8.8	CAP 24"								TRUE MFG	TSSU-48-12	OWNER
15	1	AMBIENT DISPLAY CASE													TRUE MFG	TCCD-50	OWNER
16	1	DROP-IN SINK								5"	5"	10"	1.5"		ADVANCE/FABCO	DM-1-10SP	CONTRACTOR
17	1	COFFEE BREWER	120	1		11	CAP 48"					25" 48"			DUNN	CW115-APS-000.3	OWNER
18	1	GLASS DOOR REFRIGERATOR	120	1		5.2	CAP 24"								TRUE MFG	GDM-23-LD	OWNER
19	0	SPARE															
20	4	WORKTABLES													CUSTOM	PER SIZE	OWNER
21	1	REACH-IN REFRIGERATOR	120	1		7.9	CAP 24"								TRUE MFG	USED	OWNER
22	1	UNDERCOUNTER ICE MACHINE	120	1		5.2	CAP 24"					75" 18"	75"		MANITOWOC	USED	CONTRACTOR

Floor Plan and Equipment List

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

LANDLORD:
WEBER COUNTY LIBRARY BOARD

By Wendy Ogata
Wendy Ogata, Chair

ATTEST:

See attached Utah Notary Certificate
Notary Public

TENANT:

RILEY RESTAURANT GROUP LLC

By Charles Riley Loosemore

BY: CHARLES RILEY LOOSEMORE

ATTEST:

TITLE: MANAGER.

Notary Public

See attached Utah Notary Certificate.

Attached Notary Certificate to UCL Cafe Space Lease Agreement

Acknowledgment

State of Utah)

County of Wasatch^s

On this 07th day of October, in the year 2025, before me, Kimberly Slater a notary
date month year notary public name

public, personally appeared Wendy Loni Ogata, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.

Kimberly Slater
(notary signature)



(seal)

Attached to:
Weber County Library System
Cafe Space Lease Agreement Main

Corporate Acknowledgment

State of Utah)

§

County of Weber

On this 1 day of October, in the year 20 25, personally appeared before me
date month year

Charles Riley Loosemore, whose identity is personally known to me (or proven on the basis of
name of document signer

satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

Manager of Riley Restaurant Group LLC and that said document was
title of office name of corporation

signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its

Board of Directors), and said Charles Riley Loosemore acknowledged to me that
name of document signer

said Corporation executed the same.

Witness my hand and official seal.


(notary signature)



(notary seal)