RELEASE, WAIVER AND INDEMNITY AGREEMENT

The undersigned has read and fully accepts the discretion and non-liability of The Urban Renewal Agency of the City of Twin Falls, Idaho (hereinafter "URA") and the City of Twin Falls, Idaho (hereinafter "City") as stipulated herein.

A. Discretion of City and URA

The URA reserves the right in its sole discretion and judgment for whatever reasons it deems appropriate to, at any time:

1. Modify or suspend any and all aspects of the process for the Request for Proposals (hereinafter "RFP") seeking interested developers for the Site, as defined in the RFP.

2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to URA's RFP (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Developer"), and to ascertain the depth of Developer's capability and desire to purchase and develop the property expeditiously, and in any and all other respects, to meet with and consult with Developer or any other person, entity, or group;

3. Waive any formalities or defects as to form, procedure, or content with respect to its RFP and any responses by any Developer thereto;

4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Developer over another;

5. Accept or reject all or any part of any materials, drawings, plans, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, the nature and type of development.

B. Non-Liability of City and URA

The undersigned agrees: (1) that neither City nor URA shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any of the following; and (2) that the undersigned has not obtained and shall not obtain at any time, whether before or after acceptance or rejection of any statement of interest or proposal, any claim or claims against City, URA, or any of them, or against City property (all as hereinafter defined) or URA, directly or indirectly, by reason of all or any of the following:

1. Any aspect of the RFP, including any information or material set forth therein or referred to therein;

2. Any modification or suspension of the RFP for informalities or defects therein;

3. Any modification of or criteria or selection or defects in the selection procedure or any act or omission of URA with respect thereto, including, but not limited to, obtaining information from any Developer contacts or consultations with Developers who have submitted statements of interest or proposals as to any matters or any release or dissemination of any information submitted to URA;

4. The rejection of any statement of interest or proposal, including any statement of interest or proposal by the undersigned, or the selection of one Developer over another;

5. The acceptance by URA of any statement of interest or proposal;

6. Entering into and thereafter engaging in exclusive negotiations;

7. The expiration of exclusive negotiations;

8. Entering into any development agreement, other agreement or lease, relating to the statement of interest or proposal, or as a result thereof;

9. Any statement, representations, acts, or omissions of URA in connection with all or any of the foregoing;

10. The exercise of URA discretion and judgment set forth herein or with respect to all or any of the foregoing; and

11. Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against URA and URA property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

For purposes of this section, the terms "URA," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the term "Site" includes property which is the subject of the RFP and all other property of URA and City, real, personal, or of any other kind or character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to, claims for injury, loss, expense, or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character, in any URA and/or City property, or claims which might be asserted against to cloud title to URA or City property. The words "Developer or Developers" shall include any person, entity, or group responding to URA's RFP.

C. Hold Harmless and Indemnity

The undersigned shall defend, hold harmless, and indemnify URA and City, and each of them, from and against any and all claims, directly or indirectly, arising out of the Undersigned's responses to the RFP, including, but not limited to, claims, if any, made by Undersigned or by anyone connected or associated with Undersigned or by anyone claiming directly or indirectly through Undersigned.

_____
Interested Developer
By:_____
Its:_____

Date: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the _____ of _____, an _____, 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.

_____
Notary Public for the State of Idaho
My commission expires_____

4811-0011-0642, v. 1a