



COMMERCIAL GROUND LEASE AGREEMENT

Lease No. MC-XXXXXX

This **COMMERCIAL GROUND LEASE AGREEMENT** ("Lease") is entered by and among the **STATE BOARD OF LAND COMMISSIONERS**, whose administrative agency is the **IDAHO DEPARTMENT OF LANDS**, and whose mailing address is 300 North 6th Street, Suite 103, P.O. Box 83702, Boise, Idaho 83720-0050 ("Lessor"); and [REDACTED] ("Lessee"). Lessor and Lessee are collectively referred to herein as the "Parties" and individually as a "Party."

In consideration of the Parties' covenants, the conditions contained in this Lease, and Lessee's payments of Rents and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 DEFINITIONS. Definitions in Title 58, Chapter 3, Idaho Code must be applied to and govern words and phrases used in this Lease. Where words and phrases are specifically defined within this Lease and not in statute, such words and phrases will be given the identified and defined meaning throughout this Lease.

- a. **"Appraised Value"** means the market value of the Land described in Exhibit A, attached hereto and incorporated herein by reference, in its vacant and unimproved state (unless Improvements are owned by Lessor, in which event the Improvements shall be included) and/or personal property as determined by qualified licensed appraisers hired by Lessor to make such determination.
- b. **"First-Class Condition"** means a standard of quality of maintenance, construction, furnishing, finishing and equipping substantially commensurate with or better than the standard found in similar commercial establishments in the same or similar markets, as of the Commencement Date.
- c. **"Improvements"** means, but is not limited to buildings, structures, pavement, and landscaping, and any other additions or enhancements to the Land that are permanently affixed to the Land and which increase or enhance the value of the Land. Improvements existing on the Land as of the Commencement Date of this Lease are listed on Exhibit D, attached hereto and incorporated herein by reference.
- d. **"Premises"** means the Land described in Exhibit A, attached hereto and incorporated herein by reference, together with all Improvements thereto, made in accordance with Article 8 below.
- e. **"Special Terms and Conditions"** means the conditions described in Exhibit C, attached hereto and incorporated herein by reference.
- f. **"Subsequent Appraised Value"** means an updated Appraised Value, conducted approximately every **fifteen (15) years** during the term of the Lease, at and within Lessor's sole discretion.
- g. **"Taxes"** means: (a) all real property taxes and other assessments on the Premises, including, but not limited to, gross receipts taxes; assessments for special improvement districts and/or building improvement districts; governmental charges; fees and assessments for police, fire, traffic mitigation or other governmental services of purported benefit to the Premises; taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments on the Premises, and Lessee's share of any real property taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement; (b) all personal property taxes for personal property owned by which is used in connection with the operation, maintenance and repair of any Improvements located within the Land; and, (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Lessor for compliance, review and appeal of tax liabilities, provided such costs are reasonable in amount and incurred with a reasonable expectation of reducing taxes.

ARTICLE 2 – LAND

2.1 LAND. Lessor is the owner of that certain real property located at [REDACTED] (the "Land"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Land as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

2.2 CONDITION AND SUITABILITY. The Land is leased by Lessor to Lessee in "as is" condition. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Land or with respect to the suitability of the Land for the conduct of Lessee's business or operations, nor has Lessor agreed to undertake any Improvements to the Land except as otherwise specifically provided in this Lease. Lessee taking possession of the Land shall conclusively establish that the Land is in

satisfactory condition upon Lease execution. Lessee shall submit any plans for Improvements to the Land to Lessor for its review prior to causing any construction, disturbance or alteration of the Land in any manner. Lessor's approval of Lessee's planned Improvements shall be provided in writing and not be unreasonably withheld.

ARTICLE 3 – LEASE TERM

3.1 LEASE TERM. The Lease Term shall be for a term of [] ([]) years ("Lease Term").

3.2 COMMENCEMENT DATE. The Lease Term shall commence effective on [] ("Commencement Date").

ARTICLE 4 – RENT

4.1 BASE RENT.

a. Subject to the terms of this Lease, Lessee shall pay to Lessor "Base Rent" for each year of the Lease Term in the amount specified in the table set forth in Exhibit B, attached hereto and incorporated herein, which amount shall be paid in [] installments on or before [] of each [], throughout the Lease Term; provided however, that the amount specified for the first [] payment of Base Rent shall be paid in advance upon execution of this Lease, and shall be thereafter credited to Lessee's account on the Commencement Date. All monies to be paid by Lessee to Lessor under this Lease shall be paid in lawful money of the United States of America and shall be paid without deduction, offset, prior notice or demand, and at such place or places as may be designated from time to time by Lessor. Except as specifically provided herein, there shall be no abatement for any reason of the Base Rent, Additional Rent, or any other money payable by Lessee to Lessor.

b. The Base Rent of the initial lease year shall be calculated at [] percent of the Appraised Value of the Land, as follows:

$$([] \% \text{ rental rate}) \times (\text{Appraised Value}) = \text{Base Rent}$$

As of the Commencement Date of this Lease, the Appraised Value of the Land is [], and Base Rent for the initial lease year shall be []. As set forth in Article 4.3, a "Subsequent Appraised Value" may be used in place of "Appraised Value" under the formula specified in this article to create a new baseline Base Rent upon which future Base Rent shall be calculated with subsequent yearly increases thereafter.

4.2 ANNUAL MARKET VALUE ADJUSTMENTS. In addition to the adjustments specified in Articles 4.3 and 4.4, the Base Rent shall increase yearly at a minimum rate of **three percent (3%)**; provided, further, the market value of the Land shall be adjusted each year following the commencement of each lease year. The market value of the Land shall be adjusted upwards, but never downwards, using the "Consumer Price Index, Urban, U.S. City Average, All Items 1982-1984=100" (as published by the United States Bureau of Labor Statistics at www.bls.gov/cpi/ for the twelve months preceding preparation of the annual billing) ("CPI"), by multiplying the Appraised Value (or Subsequent Appraised Value), or the adjusted value for the immediately preceding year, by a fraction, the numerator of which is the CPI for the month of the year in which the calculation is made, and the denominator of which is the CPI for the same month of the previous year, not to exceed a **five percent (5%)** increase of the Appraised Value (or Subsequent Appraised Value) or the adjusted value of the Land from the prior year ("Cap"); provided however, that the Cap on the annual adjusted value shall not in any way limit or affect the market value of the Land as determined by any appraisal. For the avoidance of doubt, yearly calculations of Base Rent shall direct a yearly increase in Base Rent between **three percent (3%)** and **five percent (5%)**.

4.3 VALUATIONS AND PERIODIC ADJUSTMENTS. When Lessor has obtained a Subsequent Appraised Value, it will calculate a new Base Rent for the following year. In connection with any Subsequent Appraised Value, Lessor reserves the final right to determine the value of the Land or any portion thereof in accordance with its fiduciary duties under Article IX, Section 8 of the Idaho Constitution.

4.4 VALUATIONS UPON SALE OR EXCHANGE. If a portion of the Land is sold or exchanged, the value of the Land shall be determined by a qualified licensed appraiser hired by Lessor, and the Base Rent shall be adjusted to account for the effect, if any, of any Land sold or exchanged portion in the year of any such sale or exchange. If there is any reduction in the value of the Land due to such adjustment, the Base Rent shall be adjusted for the remaining portion of the lease year, and Lessee shall be credited in the amount of the prorated effect on the relevant Base Rent paid, or such prorated portion may be returned to Lessee, in Lessor's discretion. If the value of the Land is increased as a result of any such sale or exchange, then Lessee shall pay rent in an additional amount to reflect the increase in value to the Land within thirty (30) days of receiving notice of such additional rental amount by Lessor.

4.5 ADDITIONAL RENT. This Lease shall be an absolute net lease and in addition to Base Rent, Lessee shall separately and directly pay all utility charges, service charges, Taxes, and special assessments each relating to the Premises, and for all maintenance and repairs of the Premises ("Additional Rent"). Base Rent, together with Additional Rent and any other monetary sums due under this Lease, may be collectively referred to as "Rent" hereunder. Lessor shall not be responsible for any costs, expenses, or services rendered in connection with the Premises.

4.6 LATE PAYMENT CHARGES; NOTICE, In the event any Rent payment or other financial obligation due by Lessee to Lessor under this Lease are not paid in full when due, Lessee shall also pay: 1) interest accruing thereon at the statutory rate of interest (12% per

annum) as provided by law until payment is made in full; and 2) a late charge which shall accrue in full as of the first day of each and every calendar month of any such delinquency, until payment is made in full, in the amount of Twenty-Five Dollars (\$25.00) or an amount equal to one percent (1%) of the unpaid principal obligation(s), whichever is greater. All payments shall be applied first to the payment of accrued interest and to accrued late charges, and then to the reduction of unpaid principal. There shall be no compounding of accrued interest or late charges. The Parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering late payments, and is not intended as a penalty. By assessing interest and late charges, Lessor does not waive any right to declare a breach, or to pursue any right or remedy available to Lessor by reason of such breach available at law or in equity, after the expiration of any applicable notice or cure period.

ARTICLE 5 – BOND

5.1 ACCEPTABLE TYPES OF SECURITY. Acceptable types of security under this Lease include bonds, irrevocable letters of credit ("Letters of Credit"), cash bonds, or cash (collectively or individually "Security"). All Security must be in a form acceptable to Lessor and conditioned on Lessee's compliance with the following: all laws and rules of the State, all provisions of this Lease, and any terms or conditions imposed by any State agency. All bonds must be issued by an Idaho qualified U.S. Bonding Corporation, and any Letters of Credit must be issued by an FDIC insured bank located in the state of Idaho or with an approved intermediary facilitating bank located in Idaho for purposes of presentation and payment on the Letters of Credit in Idaho. Any bond or Letters of Credit shall be subject to Lessor's approval. Any bond or Letters of Credit shall provide for notice to Lessor prior to any cancellation or lapse thereof.

5.2 PROCUREMENT AND MAINTENANCE OF SECURITY; BREACH. Upon the failure of Lessee to procure and maintain any required Security during the Lease Term, Lessor may terminate this Lease after Notice of Default and Lessee's failure to cure within the time set forth in the Notice of Default. A substitute bond or Letters of Credit, or an extension of the expiration date of any existing bond or Letters of Credit must be received by Lessor no later than one hundred twenty (120) calendar days before the expiration or termination of the bond or Letters of Credit. Failure to provide notice of such replacement or extension one hundred twenty (120) days prior to the expiration or termination will constitute a material breach of this Lease and will be grounds for Lessor to terminate this Lease, or to pursue any other remedy at law or in equity, including presenting any such Letters of Credit for payment, or to make demand under any such bond. Presentation of any such bond or Letters of Credit, or the demand and payment under any such bond or Letters of Credit or forfeiture of cash, will in no way limit the liability or obligations of Lessee, or the rights and remedies of Lessor under this Lease. The form of any bond or Letters of Credit must be presented to Lessor for acceptance in writing by Lessor prior to the issuance of the bond or Letters of Credit. The bond or Letters of Credit may be rejected as insufficient in Lessor's discretion, or may be modified or amended as required by Lessor.

5.3 LESSOR DETERMINED SECURITY. The amount of Security to be supplied by Lessee will be determined in writing by Lessor.

ARTICLE 6 – TAXES

6.1 PERSONAL PROPERTY TAXES. Lessee shall pay, before delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of Lessee's business operation including, but not limited to, fixtures, leasehold, leasehold improvements, equipment and other property of Lessee at any time situated on or installed in the Premises. If at any time during the Lease Term any of Lessee's personal property is assessed as a part of the Premises, then Lessee shall pay to Lessor upon demand the amount of such additional taxes as may be levied against said Premises by reason thereof; provided, however, figures supplied by the county assessor as to the amount so assessed shall be conclusive.

6.2 ALL OTHER TAXES. Lessee shall pay when due any and all other taxes lawfully assessed and levied under the laws of the State of Idaho upon Lessee's interest in the Land, and upon Improvements constructed, used, or maintained by Lessee on the Land.

ARTICLE 7 – USE

7.1 USE AND TRADE NAME. Lessee shall use the Premises solely for the purposes of [REDACTED], and solely under the trade name of [REDACTED]. Lessee shall not use or permit the Premises to be used for any other purposes, or under any different trade name, without Lessor's prior written consent.

7.2 USES PROHIBITED.

a. Lessee shall not use or suffer or permit any person or persons to use the Premises or any part thereof for any use or purpose in violation of the laws of the United States of America or the State of Idaho or the ordinances, regulations and requirements of the City of [REDACTED], County of [REDACTED], or other lawful authority. During the Lease Term, Lessee shall keep the Premises in a clean and wholesome condition, free of any objectionable odors or nuisances, and Lessee shall comply with all applicable environmental, health and policy regulations.

b. Lessee shall not do or permit to be done on or about the Premises nor bring or keep anything therein which will in any way increase Lessor's existing insurance rate or affect any fire or other insurance upon the Premises, or any of its contents (unless Lessor has consented in writing to such use and Lessee pays any increased premium as a result of such use or acts), or that would cause a cancellation of any insurance policy covering the Premises, or any of its contents; nor shall Lessee sell or permit to be kept, used or sold in or about said Premises any item may be prohibited by a standard form policy of fire insurance.

c. Lessee may not store equipment or other materials outside on the Premises, without Lessor's prior written consent, or unless specifically authorized in this Lease. Lessee shall not cause, maintain, or permit any nuisance in, on, or about the Premises, nor shall Lessee commit or suffer to be committed any waste in or upon the Premises. Lessee and all persons in possession or holding under Lessee, shall conform to and will not violate the terms of any duly recorded declarations of restrictions and covenants or the terms of any declaration of restrictions and covenants to be recorded at some date in the future.

d. Lessee shall not, without Lessor's prior written consent or unless specifically authorized in this Lease, paint or place any signs on the Premises, or place any curtains, shades, awnings, aerals or flagpoles, or the like, on the Premises visible from outside the Premises. Lessee agrees at its expense to obtain all necessary permits prior to erecting any sign and Lessee shall remove said sign or other erections on the termination or expiration of this lease and repair any damage caused by such removal.

e. Lessee shall comply with any building rules and regulations of Lessor as may now or hereafter be established or from time-to-time amended by Lessor. Lessor shall not be liable to Lessee for any violation of such rules and regulations by any other lessee.

ARTICLE 8 – IMPROVEMENTS AND ALTERATIONS

8.1 ALTERATIONS AND IMPROVEMENTS BY LESSEE. Lessee shall not make any modifications, alterations, additions or Improvements to the Land nor make any contract therefore without first procuring Lessor's written consent (which consent shall not be unreasonably withheld), and shall provide Lessor with an itemized list of such Improvements and the estimated costs associated with such Improvements. All Improvements made by Lessee to or upon the Land, except [REDACTED], shall at once when made or installed be deemed to have been attached to the Land and to have become the property of Lessor; provided however, that if, prior to termination or expiration of this Lease, or within sixty (60) days thereafter, Lessor so directs by written notice to Lessee, Lessee shall promptly remove specific (or all, depending on Lessor's notice) Improvements, fixtures, trade fixtures, floor coverings and other installations that were placed in or on the Land by Lessee which Lessor designates in said notice or which are to be retained by Lessee; and, Lessee shall repair any damage occasioned by such removal, and if Lessee is in default thereof, Lessor may effect said removal and repairs at Lessee's expense, which Lessee shall pay to Lessor within thirty (30) days of demand by Lessor.

a. All work with respect to any Improvement must be performed in a good and workmanlike manner and diligently pursued to completion to the end that the Premises shall always be a complete unit except during any period of approved work. All such work shall be performed and done strictly in accordance with the applicable laws and ordinances relating thereto. Lessee shall perform all such in such a manner as to not cause dust outside the Land or be a nuisance to any other lessee.

b. Before commencing any construction in or about the Land, Lessee shall notify Lessor in writing of the expected date of commencement thereof. Lessor shall have the right at any time from time to time to post and maintain on the Land such notices as Lessor deems necessary to protect the Land and Lessor from mechanics' liens, material men's liens, or any other liens.

c. For the duration of the Lease Term, Lessee shall hold title to all Improvements to or upon the Land; provided, however, Lessee's interest in the Improvements shall be subject only to a reversionary interest held by Lessor which shall take effect upon the expiration or earlier termination of the Lease. This transfer of title to Lessor of all Improvements, excepting any portable personal property belonging to Lessee and located upon the Land, shall vest in Lessor without any warranty or representation by Lessee upon the expiration or earlier termination of the Lease. Notwithstanding any of the foregoing, Lessee is required to ensure, prior to the transfer of title to Lessor for the same, that any Improvements for which title will be transferred to Lessor are free and clear of any liens of any type, including but not limited to mechanic's liens, materialmen's liens, judgment liens, or mortgages.

8.2 IMPROVEMENTS UPON EXPIRATION OF LEASE TERM. Upon termination or expiration of the Lease Term, Lessor may require the Lessee, at Lessee's sole expense, to remove all or certain Improvements and Lessee shall repair all damage arising from such removal. Any Improvements that Lessor has earmarked for removal by Lessee and that are left on the Premises following the termination of this Lease or expiration of the Lease Term, or subsequent leases of the Premises or Land by Lessee, shall at Lessor's option be deemed to have been abandoned by Lessee and shall be deemed the property of Lessor and Lessee shall pay the cost of removing all or certain such Improvements, as deemed necessary by Landlord. Lessee shall indemnify Lessor against any loss or liability resulting from delay by Lessee in so surrendering the Premises including, without limitation, any claim made by any succeeding lessee founded on such delay.

ARTICLE 9 – UTILITIES & SERVICES

9.1 UTILITIES. Lessee shall be responsible for the cost of the installation, maintenance, repair, and replacement of all commercially reasonable electrical, water, stormwater, natural gas, road, sidewalk, and sewer services or other infrastructure services (including heating, ventilating and air conditioning ("HVAC") services) as required for the use and occupation of the Premises under Lessee's specified use, taking into consideration at any given time the availability of energy resources and prudent energy conservation practices.

9.2 NO LIABILITY. Lessor shall have no liability, and this Lease shall not terminate, nor shall any amounts due to Lessor abate by reason of any failure of the above utilities or services if such failure is due to the utility provider or other reason outside the reasonable control of Lessor.

ARTICLE 10 – MAINTENANCE AND REPAIRS

10.1 MAINTENANCE BY LESSEE. During the Lease Term, Lessee, at its own cost and expense, shall maintain, repair and/or replace in good and leasable condition the Land and every part thereof, including any Improvements, and such maintenance by Lessee shall be performed in a commercially reasonable manner. If Lessee refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Lessor, Lessor shall have the optional right, upon giving Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Lessee. In such event, such work shall be paid for by Lessee as Additional Rent, promptly upon receipt of an invoice therefore.

10.2 MAINTENANCE BY LESSOR. Lessor shall not be required to maintain, repair and/or replace in good and leasable condition the Premises or any part thereof.

10.3 AUTHORIZED REPAIRS. Lessee shall promptly make repairs to the Premises and perform any work therein that may be necessary to comply with any applicable law, ordinance, rule or regulation of any public authority, the Idaho Surveying and Rating Bureau or of any similar body, or that Lessor may deem necessary to prevent waste or deterioration in connection with the Premises following the receipt of a written demand from Lessor. If Lessee does not make such repairs or do such work or cause such repairs or work to be performed promptly after receipt of a written demand from Lessor, or such repairs or work made by Lessee or caused to be made by Lessee are not adequate within the sole discretion of Lessor, then Lessor may enter the Premises and make any such necessary repairs thereto. Nothing herein shall imply any duty on the part of Lessor to do any work which, under any provision of this Lease, Lessee may be required to do, nor shall it constitute a waiver of Lessee's default in failing to perform such work. No exercise by Lessor of any rights herein shall entitle Lessee to any damage for any injury or inconvenience occasioned to Lessee thereby, nor to any abatement of Rent. In the event Lessor makes or causes any such repairs to be made or performed, as provided herein, Lessee shall pay the cost thereof to Lessor, forthwith, as Additional Rent upon receipt of an invoice therefore.

10.4 CONDITION UPON EXPIRATION OF LEASE TERM. Upon the expiration or earlier termination of this Lease, Lessor shall require Lessee to surrender the Premises in First-Class Condition, ordinary wear and tear accepted, and excepting only damage by earthquake, act of God, or the elements. At Lessor's option, Lessee may be required to promptly remove or cause to be removed at Lessee's expense from the Premises any signs, notices and displays placed by Lessee.

ARTICLE 11 – ENTRY BY LESSOR

11.1 ENTRY BY LESSOR. Lessor and the authorized representatives of Lessor may enter the Premises at all reasonable times with reasonable notice for the purpose of exhibiting the same to interested parties and, during the final three hundred and sixty-five (365) days of the Lease Term, may exhibit the Premises for lease or sale and may advertise the same in such manner as shall not unreasonably interfere with Lessee's business. Reasonable notice is defined as written notification to Lessee twenty-four (24) hours in advance, or by a telephone call with four (4) hours' notice. In addition, Lessor may notify the public of the expiration of the Lease as far as three (3) years in advance of the expiration of the Lease Term. While Lessor shall have no duty to maintain the following, Lessee hereby grants to Lessor such licenses or easements in and over the Premises or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, pipes, or other facilities serving the Premises. Lessor and its agents shall have free access to the Premises during all reasonable hours for the purpose of examining the same to ascertain if they are in good repair, and to make all necessary or reasonable repairs to the Premises shall Lessor elect to do so.

ARTICLE 12 – LIENS

12.1 NO LIENS. Lessee shall pay for the costs for all labor, materials and Improvements for all work done upon the Premises, and Lessee will keep the Premises free and clear, of any and all liens of any kind, including, but not limited to mechanic's and materialmen's liens, and judgment liens, save for leasehold mortgages permitted in strict accordance with this Lease. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage, costs, attorney's fees, and all other expenses on account of any lien by or against Lessee including any claims of lien by suppliers, laborers or materialmen or others for work performed or materials or supplies furnished to Lessee or persons claiming under Lessee. Lessee shall cause any and all such liens to be released of record no later than sixty (60) days after notice of any such lien.

12.2 NOTICE TO PERFORM WORK. Before the commencement of any work which might result in a mechanic's or materialmen's lien, Lessee shall give Lessor written notice of its intention to perform any such work.

12.3 LESSOR'S RIGHT. If any lien is filed against the Premises on account of work done by Lessee or persons claiming under Lessee, Lessor may (but shall not be so required to) pay the claim and any costs, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor, with interest at the rate of eighteen percent (18%) per annum from the date(s) of Lessor's payment(s).

12.4 LIENS ON IMPROVEMENTS. Subject to prior written authorization from Lessor, as determined in Lessor's sole and absolute discretion, and subject to Article 17 herein, Lessee may obtain liens against Improvements constructed upon the Land; provided, however, Lessee shall cause any such liens to be released prior to the expiration or earlier termination of the Lease. Any liens pursued in connection with and pursuant to this Lease shall not impair or otherwise encumber, in any way, the Land or Lessor's interests in the same; provided, further, all obligations of Lessee under this Lease, including monetary payments due to Lessor, shall not be subordinated in any way to any Lessee obligations to any loaning parties or to the rights of any other person.

ARTICLE 13 – HOLD HARMLESS AND INDEMNIFICATION

13.1 NO PERSONAL LIABILITY. In no event shall any official, officer, employee, or agent of Lessor, or of the State, be in any way personally liable or personally responsible for any covenant or obligation contained in this Lease, whether expressed or implied, nor for any statement, representation, or warranty made by Lessor in connection with this Lease. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of Lessor shall have any personal liability or personal responsibility under this Lease, and the sole responsibility and liability for the performance of this Lease and all of the provisions and covenants herein contained pertaining to Lessor shall rest in, and be vested with, the State.

13.2 INDEMNIFICATION. Lessee shall indemnify, defend, and save harmless Lessor, the State of Idaho, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorney fees, and suits whatsoever caused by, arising out of, or in connection with Lessee's acts or omissions under this Lease, or Lessee's failure to comply with any applicable state, local, or federal statute, law, regulation, rule, or ordinance.

13.3 TENDER OF INDEMNITY AND DEFENSE. Upon the receipt by Lessee of Lessor's or the State of Idaho's tender of indemnity and defense, Lessee shall immediately take all reasonable actions necessary, including providing a legal defense for Lessor and the State of Idaho, and to begin fulfilling its obligation to indemnify, defend, and save harmless Lessor and the State of Idaho. Lessee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Lessor under this Lease. However, if it is determined by a final judgment that Lessor's negligent act or omission is the sole proximate cause of a suit or claim, neither Lessor nor the State of Idaho shall be entitled to indemnification from Lessee with respect to such suit or claim, and Lessor and the State of Idaho in its discretion, may reimburse Lessee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to Article 13.4.

13.4 NO CONFLICTS. Any legal defense provided by Lessee to Lessor and the State of Idaho under this article must be free of any conflicts of interest, even if retention of separate legal counsel for Lessee and, Lessor and the State of Idaho, is necessary. Any attorney appointed to represent Lessor or the State of Idaho must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

13.5 SURVIVAL. Without limiting the survival of any other provision of this Lease, this article will survive the termination of this Lease, and any cause of action to enforce this Lease will not accrue until Lessor and the State's discovery of such losses, claims, actions, debts, demands, obligations, or judgments.

ARTICLE 14 – INSURANCE

14.1 INSURANCE REQUIREMENTS. For the duration of this Lease, Lessee shall have and maintain or cause to be maintained, at Lessee's expense, the types of insurance set forth below and shall comply with all limits, terms and conditions of such insurance, and shall require all of its contractors and subcontractors to maintain the same types of insurance and limits; provided, further, Lessee's insurer or insurers shall be reasonably acceptable to Lessor and licensed to do business in Idaho. By requiring the insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability to Lessor or under any indemnities granted to Lessor in this Lease.

a. Commercial General and Umbrella Liability Insurance. Lessee shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance, with a limit of not less than [REDACTED] dollars (\$[REDACTED]) each occurrence. If such CGL insurance, or any umbrella policy, contains a general aggregate limit, it shall apply separately to this Lease, shall not be less than [REDACTED] dollars (\$[REDACTED]), and shall provide that defense costs shall be and remain outside policy limits. Lessee waives all rights against Lessor and any additional insured for recovery of damages to the extent these damages are covered by CGL or Commercial Umbrella insurance maintained pursuant to this Lease. CGL insurance and any umbrella policy shall:

i. Be in a form and from an insurance company satisfactory to Lessor as set forth in this article, and shall cover liability for bodily injury, property damage, and personal injury arising from Lessee's use and/or occupation of the Premises including, without limitation, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract; and,

ii. Include the State of Idaho, the State Board of Land Commissioners, the Idaho Department of Lands, and their officers, agents, and employees respectively as additional insureds, and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, and non-contributory with, any additional insured.

b. Builders Risk/Installation Floater Insurance. During the course of any construction or alteration of the Premises by Lessee, Lessee shall maintain in force, at its own expense, Builders Risk/Installation Floater Insurance, including soft costs and any offsite locations, on an all risk of direct physical loss from, including earthquake and flood (if reasonably available), for an amount proportionate to the amount of the construction contracts performed on the Premises. Any deductible amount shall not exceed two hundred fifty thousand dollars (\$250,000) for each loss, except earthquake and flood deductibles shall not exceed 2 percent (2%) of the value at risk at the time of each loss or two hundred fifty thousand dollars (\$250,000) for each loss, whichever is

more. The policy shall include, as an additional insured, Lessor as its interests may appear and such status as an additional insured shall be evidenced by an endorsement acceptable to Lessor.

c. Property Insurance. Lessee shall, at all times during the Lease Term maintain property insurance at its cost and expense, and with respect to any relevant Improvements located on the Land, subject to the following provisions:

i. Such property insurance shall cover all structures, buildings and other relevant personal property located upon the Land and in an amount equal to the replacement cost of such property that is covered under the policy for the duration of the Lease Term, providing protection against any peril included within the classification Fire and Extended Coverage, together with insurance against sprinkler damage, vandalism and malicious mischief; and,

ii. In addition, Lessee shall be responsible for the maintenance, repair and replacement of the plate glass and other glass on the Premises. Lessee shall be responsible, at its own costs and expense, to acquire its own Business Interruption Insurance due to casualty or damage to structure and buildings on the Land. In no event shall Lessor be liable for any business interruption or other consequential loss sustained by Lessee, whether or not it is insured.

d. Automobile and Umbrella Liability Insurance. Lessee shall maintain during the term of this Lease, at Lessee's expense, automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than [one million] dollars (\$[1,000,000]) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned auto).

e. Workers Compensation and Umbrella Liability Insurance. Lessee and its subcontractors, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer's Liability, at minimum limits of \$500,000/\$500,000/\$500,000. Lessee must maintain coverage issued by a surety licensed to write workers' compensation insurance in the state of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

f. Pollution Liability Insurance. Lessee with obtain and maintain Pollution Liability Insurance covering Lessee's liability for bodily injury, property damage, loss of use and/or revenue and environmental damage, including defense costs and related cleanup costs, arising from sudden accidental and/or gradual pollution, release, discharge, dispersal, or escape of any hazardous biological, chemical, radiological, and/or physical material, irritant, or contaminant as defined under, but not limited to, 29 Code of Federal Regulations (29 CFR 1910-1200) into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. Coverage shall apply and include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

i. Pollution Liability Insurance may be obtained through endorsement to the Commercial General Liability policy or a stand-alone Pollution Liability Insurance Policy. Lessee shall maintain coverage with a limit of not less than ten million dollars (\$10,000,000.00) per occurrence.

ii. If the policy is provided on a claims-made basis, the retroactive date shall be ten years from the date of inception of the Contract.

iii. The policy will be maintained for a minimum of two (2) years after the term of the Lease.

14.2 LESSEE'S INSURANCE POLICY REQUIREMENTS. All insurance required under this article shall be with companies licensed and admitted in Idaho and approved for this Lease by Lessor and shall be on forms and with loss payable clauses satisfactory to Lessor naming Lessor and Lessee as insured as their interests may appear. Lessor's general requirements for approval include a current A.M. Best's rating of A- or better. Prior to taking occupancy of, or commencing any construction of Improvements upon, the Land, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, and a copy of any applicable policy or policy endorsement showing compliance with all insurance requirements set forth herein, shall have a Lessor's Protective Liability endorsement attached thereto, and shall name Lessor as an additional insured. All policies required under this article shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. Lessee shall provide Lessor with certificates of insurance and policy endorsements as follows:

| <u>Coverage</u> | <u>Evidence of Coverage</u> |
|--|---|
| CGL | <ul style="list-style-type: none">• Policy Endorsement and copy of policy evidencing each required coverage |
| Builders Risk/Installation Floater Insurance | <ul style="list-style-type: none">• Policy Endorsement and copy of policy evidencing each required coverage |
| Property Insurance | <ul style="list-style-type: none">• Policy Endorsement and copy of policy evidencing each required coverage |

Automobile Liability

- Certificate of Insurance evidencing required coverage

Workers Compensation/ Employers
Liability Insurance

- Certificate of Insurance evidencing required coverage

Pollution Liability

- Certificate of insurance evidencing required coverage and copy of policy

Should any of the policies described herein expire or be cancelled or terminated prior to the expiration date thereof, the insurer affording coverage and Lessee shall also provide Lessor thirty (30) days' written notice prior to any such expiration, cancellation or termination or, if such prior advanced written notice cannot reasonably be provided, then Lessee shall immediately notify Lessor of any such expiration, cancellation or termination as soon as Lessee becomes aware of any such expiration, cancellation or termination. Lessee shall, at least ten (10) days prior to the expiration, cancellation or termination of any such policy, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the costs thereof to Lessee, which amount shall be payable by Lessee upon demand. Any failure to comply with the reporting provisions of required insurance, except for the potential exhaustion of aggregate limits of insurance exhausted by Lessor, shall not affect coverages provided to Lessor, the State of Idaho, the State Board of Land Commissioners and the Idaho Department of Lands, its officers and employees. Lessee shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford coverage to the Premises and to Lessee and Lessor as required by this Lease. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance. Lessee shall provide certified copies of all insurance policies required above within thirty (30) days of Lessor's written request for said copies. If Lessee's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.

14.3 PAYMENT OF PREMIUMS – POLICY RENEWALS – LESSOR'S RIGHT TO PURCHASE. Lessee shall pay premiums and be responsible for all deductibles for all of the insurance policies it is required to carry under the terms of this Lease, and shall deliver to Lessor evidence of such payment before the payment of any premiums becomes in default. Lessee shall also cause renewals of expiring policies and shall furnish Lessor with certificates showing such renewed policies at least ten (10) days before the policy's expiration date. If Lessee fails to maintain the insurance as set forth herein, while such failure is a default under the terms of this Lease, Lessor shall have the right but not the obligation to purchase said insurance at Lessee's expense, in addition to any other remedy available at law or in equity.

14.4 FIRE AND EXTENDED COVERAGE. Lessee shall procure and maintain during the Lease Term, at Lessee's sole cost, Fire, Windstorm and Extended Coverage Insurance on the Premises in amounts as may be determined by Lessor from time to time.

14.5 WAIVER OF SUBROGATION. All policies shall contain waivers of subrogation. The Lessee waives all rights against the Lessor for recovery of any and all damages, including legal expenses and defense costs. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the Lessor.

14.6 EXEMPTION FROM INSURANCE. If Lessee is the State Board of Land Commissioners or an agency of the State of Idaho insured through the Department of Administration, Office of Insurance Management, Risk Management (Risk Management), then any such coverage provided by Risk Management shall be deemed sufficient, and the insurance requirements of this article shall not apply.

14.7 NO WAIVER OF SOVEREIGN IMMUNITY. In no event shall this Lease or any act by the Lessor, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State of Idaho. This Section applies to a claim brought against the Lessor only to the extent Congress has appropriately abrogated the State's sovereign immunity, and is not consent by the Lessor, to be sued in federal court, or a waiver of any form of immunity, including, but not limited to, sovereign immunity, and immunity based on the Eleventh Amendment to the Constitution of the United States.

ARTICLE 15 – DAMAGE OR DESTRUCTION

15.1 NATURE OF DAMAGE AND DUTY TO REPAIR. If at any time during the Lease Term, the Premises are destroyed or damaged, and such damage is not "substantial" as that term is hereinafter defined, then Lessee shall promptly repair such damage at Lessee's expense and this Lease shall continue in full force and effect. If at any time during the Lease Term the Premises are destroyed or damaged and if such damage is "substantial" as that term is hereinafter defined, then Lessee may at its option either (a) repair such damage as soon as reasonably possible at Lessee's expense, in which event, this Lease shall continue in full force and effect, or (b) terminate this Lease as of the date of the occurrence of such damage, by giving Lessor written notice of its election to do so within one hundred twenty (120) days after the date of occurrence of such damage.

15.2 REPAIR OF DAMAGE. If the Premises are destroyed or damaged, and Lessee repairs or restores them pursuant to the provisions of this article, Lessee shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management; and the Base Rent payable hereunder for the period during which such damage, repair or restoration

continues shall be abated in proportion to the degree to which the Premises are rendered unleaseable. There shall be no abatement of any other monetary charge payable hereunder by Lessee to Lessor, and Lessee shall have no claim against Lessor for any damage suffered by Lessee by reason of any such damage, destruction, repair or restoration.

15.3 INSURANCE PROCEEDS. All insurance proceeds collected under the insurance referred to in Article 14, above, shall be held by Lessee, or deposited with the Mortgagee, should the portion of the destroyed or damaged Premises be subject to a mortgage, to be made available to Lessee for repair and restoration of the Premises required to be made as set forth herein. The Mortgagee shall pay out such funds from time to time, provided that Mortgagee and Lessor shall first be furnished with invoices, waivers of lien, contractors and subcontractors sworn statements and such other evidence of costs and payments so that the Mortgagee can verify that the amounts disbursed are represented by completed in-place work and that said work is free and clear of possible mechanic's liens. Any excess funds remaining with the Mortgagee after the completion of repairs or restoration of the Premises shall be paid to Lessee. If the Premises are not subject to a mortgage, Lessee shall use such insurance proceeds to repair or restore the Premises in accordance with this Article 15. Any excess insurance proceeds remaining after such repairs and restoration are completed to Lessor's satisfaction shall belong to Lessee. In any case, unless Lessee shall have elected to terminate this Lease in accordance with Article 15.1 above, Lessee's obligation to repair and restore the Premises shall remain in effect, without regard to the sufficiency of insurance proceeds to cover the costs of such repair and restoration.

15.4 LESSEE'S NEGLIGENCE. In the event the damage to the Premises, causing new construction or need of repair of the same, are caused by the negligence or willful acts of Lessee or Lessee's employees, agents or invitees, there shall be no abatement of Rent.

15.5 SUBSTANTIAL DAMAGE DEFINED. For the purpose of this article, "substantial" damage to the Premises shall be deemed to be damage, the estimated cost of repair of which exceeds ten percent (10%) of the then-estimated replacement cost of the Improvements. The determination of the estimated cost of repair of any damage and/or of the estimated replacement cost of the Improvements or any part thereof, determined solely by Lessor in good faith, shall be conclusive for the purpose of this article.

15.6 INABILITY TO OPERATE BUSINESS. Notwithstanding the foregoing, Lessee may terminate this Lease upon twenty (20) days' written notice to Lessor if the Premises are damaged such that Lessee cannot operate its business for a period of ninety (90) consecutive days either because the Improvements are damaged, or access by the public thereto is prevented by the damage. Lessee's right of termination shall not apply if the damage was caused by Lessee.

15.7 REMOVAL. Under any termination of the Lease commenced under this article, Lessee may be required to, prior to termination of the Lease and within Lessor's sole discretion, remove all or certain Improvements from the Premises and/or cause to be removed any Lessee-obtained leasehold mortgages (whether obtained by Lessee or Lessee's affiliate, proxy, or other agent) affecting the Premises.

ARTICLE 16 – CONDEMNATION

16.1 ENTIRE OR SUBSTANTIAL TAKING. If the entire Land, or so much thereof as to make the balance not reasonably adequate for the conduct of Lessee's business, shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date on which the condemning authority takes title or possession, whichever shall first occur.

16.2 PARTIAL TAKING. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the Rent payable hereunder shall be reduced, on an equitable basis, taking into account the relative value of the portion taken as compared to the remaining portion. Lessor shall promptly at its expense restore the portion of the Land not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

16.3 AWARDS. Any award for any taking of all or any part of the Land under the power of eminent domain shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, and Lessor shall have the exclusive authority to settle the condemnation proceeding and the exclusive discretion to grant possession and use of the Land to the condemning authority, and Lessee shall have no right against Lessor or against the condemnation proceeds; provided, however, Lessee may pursue, or to give Lessor any interest in any award to Lessee for loss of or damage to Lessee's Improvements and removable personal property or for damage for cessation or interruption of Lessee's business.

16.4 SALE UNDER THREAT OF CONDEMNATION. A sale by Lessor to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this article.

16.5 LESSEE'S OPTION. A taking of thirty-three percent (33%) or more of the Land shall confer upon Lessee the option, to be exercised only within thirty (30) days after Lessee shall have received written notice thereof, to terminate this Lease effective as of the date of such taking, upon written notice to Lessor; provided, however, if Lessee exercises such termination option Lessee may be required to, prior to termination of the Lease and within Lessor's sole discretion, remove all or certain Improvements from the Land and/or cause to be removed any Lessee-obtained leasehold mortgages (whether obtained by Lessee or Lessee's affiliate, proxy, or other agent) affecting the Land. Failure of Lessee to exercise such option shall constitute Lessee's agreement that the balance of the Land is reasonably adequate for the conduct of Lessee's business, and this Lease shall remain in effect subject to Article 16.2 hereof.

16.6 NOTICE. To the extent Lessor or Lessee are notified that a condemning authority plans to, or has already commenced action to, condemn all or part of the Land, such party shall, within two (2) business days of receiving such notification, submit written notification to the other party regarding the same.

ARTICLE 17 – ASSIGNMENTS, SUBLEASES AND MORTGAGES

17.1 ASSIGNMENTS AND SUBLEASES.

a. No Transfer of Lessee's Interest. Lessee shall not voluntarily or by operation of law assign, license, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease or in the Premises, and shall not sublet or assign all or any part of the Premises, without the prior written consent of Lessor in each instance. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void. This provision shall apply to all transfers by operation of law including, but not limited to, mergers and changes in control of Lessee.

b. Lessee Liable for Lease Terms. Subletting or assignment by Lessee, with the consent of Lessor, shall not relieve Lessee of its obligation to pay the Rent and to comply with all terms and conditions, and perform all other obligations to be performed by Lessee in accordance with the Lease throughout the Lease Term. The acceptance of Rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any assignment, subletting or other transfer.

c. Lessor's Consent. Lessor may consent or withhold consent, to a proposed sublet, assignment, or transfer, in Lessor's sole and absolute discretion.

d. Consideration to Lessor. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Lessee due to such transaction shall be paid to Lessor promptly following its receipt by Lessee. Lessee shall pay any costs incurred by Lessor in connection with a request for assignment or subletting, including reasonable attorney's fees.

17.2 MORTGAGES.

a. Upon Lessor's prior written consent, which consent will not be unreasonably conditioned, withheld or delayed, with Lessor using best efforts to respond to such consent request review within ten (10) business days, and provided Lessee is not in default under the Lease, Lessee may encumber or hypothecate its interest in the leasehold estate created by this Lease by one or more mortgage, deed of trust, collateral assignment, or security agreement in this Lease to a Lender, as defined below, or related to an approved assignment of Lessee's interest in this Lease together with an assignment of Lessee's interest in any Improvements (individually and collectively "Leasehold Mortgage" or "Mortgage"), and in connection with any secured or unsecured financing or tax equity investment with any financial institution, person, or other entity that, from time to time, provides secured financing or tax equity for, or otherwise encumbers all, or part, of Lessee's interest in this Lease, any Improvements, collectively, with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors, or assigns (individually and collectively "Lender" or "Mortgagee").

i. No Lender will have any rights or obligations under this Lease until such time as it acquires Lessee's interests subject to the lien of Lender's mortgage by foreclosure, deed in lieu of foreclosure, or otherwise assumes the obligations of Lessee directly, as allowed under this Lease.

ii. No Mortgage shall be valid or enforceable until written consent of the same is provided.

b. Any Leasehold Mortgage and all rights acquired thereunder shall be subject and subordinate to all rights and interests of Lessor under this Lease, and any Mortgages shall be subject to all of the covenants, conditions, and restrictions stated in this Lease. The length of any Leasehold Mortgage shall not exceed the Lease Term of this Lease. The encumbrance of this Lease through any Mortgage shall terminate if this Lease is terminated for any reason provided for in this Lease.

c. Regardless of any other form of notice, actual or constructive, no Mortgagee of a Leasehold Mortgage on this Lease shall have the rights or benefits set forth in this article, nor shall any of the provisions of this article be binding upon Lessor, unless and until a complete and correct copy of the fully executed note, or other tax equity or lending agreement, and any assignment thereof, shall have been delivered to Lessor. Lessee shall promptly provide Lessor with a copy of any amendment, other modification, or supplement to such documents. In the event of a default on the Mortgage by Lessee, either or both Mortgagee and Lessee shall mail a copy of all related default notices to Lessor.

d. Every Mortgage shall contain a statement which disclaims any interest or lien against Lessor's fee interest in the leased Land and provides that Lessor shall have no liability whatsoever in connection with any such Mortgage, or the instruments or obligations secured thereby.

e. Any such Mortgage shall provide that, in the event of any assignment of the Mortgage, or in the event of a change of address of the interested party named in the Mortgage, notice of the new name and address shall be provided in writing to Lessor within a reasonable timeframe.

17.3 MORTGAGE PROTECTION. If any Mortgage is entered into by Lessee, then any Mortgagee will, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this article. Lessee will send written notice to Lessor of the name and address of any such Mortgagee or include such name and address in an estoppel certificate to be executed by Lessor. Failure of Lessee to give notice of any such Mortgagee will not invalidate such Mortgage.

17.4 MORTGAGEE'S RIGHT TO POSSESSION; RIGHT TO ACQUIRE; AND RIGHT TO ASSIGN. A Mortgagee will have the right, subject to timely payment of all Rents due under the Lease and to Lessor's written consent, as applicable: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Premises or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. As applicable, Lessor's prior written consent will be required for the acquisition of the encumbered leasehold estate by a third party who is authorized to contract with the State of Idaho and acquires the same by foreclosure or assignment in lieu of foreclosure.

17.5 NOTICE OF DEFAULT; OPPORTUNITY TO CURE. Lessor will use best efforts to contemporaneously deliver a copy of any Notice of Default to each Mortgagee for which Lessor has received advanced written notice of such Mortgagee's interest, concurrently with delivery of such Notice of Default to Lessee. Failure of Lessor to give any such notice to each Mortgagee will not invalidate the Notice of Default. Any best effort by Lessor to provide such notice shall not minimize or replace any separate obligation of Lessee to provide any Mortgagee with any notice including a Notice of Default issued by Lessor

a. To the extent that a Mortgagee may consist of more than one persons or entities, notice from Lessor to any one party will be deemed notice to all constituting the Mortgagee. If there are multiple people or entities constituting said Mortgagee, then Mortgagee may identify which one person or entity shall be provided any and all notices from Lessor for all constituting the Mortgagee.

b. The Mortgagee will have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Lessee under this Lease. In an event of default other than non-payment of Rents, and upon written notice of its election to cure under this Lease, the Mortgagee will have an additional ninety (90) calendar days to cure the default. If Lessee or the Mortgagee has, within the applicable cure period, diligently and in good faith worked to correct the default, then Lessor shall extend the cure period for a length of time that Lessor believes to be reasonably necessary to complete the cure.

i. If the Mortgagee elects to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such defaults, the Mortgagee must advise Lessor, in writing, of its election.

ii. Lessor hereby consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives, or contractors) to enter upon the leased Land to complete such performance with all the rights, privileges, and obligations of the Lessee. Lessor will not exercise its rights to terminate this Lease prior to the expiration of the applicable cure period or extension of a cure period.

c. Prior to any period of possession of the leased Land, the Mortgagee shall remit to Lessor all Rents due and owing under the Lease. During any period of possession of the leased Land, and its corresponding rights, privileges and obligations, by a Mortgagee (or a receiver requested by such Mortgagee) and during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid to Lessor all Rents and all other monetary charges payable by Lessee under this Lease that have accrued and are unpaid at the beginning of said period and those accruing thereafter during said period. Following acquisition of Lessee's leasehold estate by the Mortgagee, or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale who is qualified to contract with the State of Idaho and perform under this Lease, this Lease will continue in full force and effect and the Mortgagee or party acquiring title to Lessee's leasehold estate will, as promptly as reasonably possible, commence the cure of all remaining defaults reasonably susceptible of being cured by the Mortgagee or party acquiring title hereunder, and thereafter will diligently process such cure to completion, whereupon such Events of Default will be deemed cured upon review and approval by Lessor.

d. A Mortgagee who acquires Lessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure will be liable to perform the obligations of Lessee as established by this Lease so long as such Mortgagee has control or ownership of the leasehold estate, or control or possession of the leased Land.

e. Neither the bankruptcy nor the insolvency of Lessee will be grounds for terminating this Lease as long as all obligations of Lessee under this Lease are performed by the Mortgagee.

f. Subject to the provisions of this Lease that survive its termination, nothing in this article will be construed to extend this Lease beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after every Event of Default has been cured. If every Event of Default is cured and the Mortgagee discontinues foreclosure proceedings, then this Lease will continue in full force and effect.

17.6 REFINANCING. Lessee may refinance a Mortgage periodically provided that all of the following conditions are met:

a. The holder or Mortgagee of the new mortgage must be an institutional lender such as a bank, trust company, savings and loan association, insurance company, title insurance company, or other commercial business authorized and licensed to make mortgage loans in Idaho and in the county in which the leased Land is located.

b. The new mortgage given for refinancing shall comply with all of the provisions this Lease.

c. If the new Mortgage complies with the above-conditions, Lessee may execute, acknowledge, and deliver the new mortgage as a permitted Mortgage for the purpose of subjecting Lessee's respective interests in the Improvements to the lien thereof, and the new mortgage shall cover and be a lien on the Improvements, subject to the terms and conditions of this Lease.

17.7 MORTGAGEE'S CONSENT TO AMENDMENT, TERMINATION, OR SURRENDER. Notwithstanding any provision of this Lease to the contrary, so long as there exists an unpaid Mortgage that Lessor has written notice of, Lessor will not accept a voluntary surrender of the leased Premises or any part thereof or a voluntary termination, or a voluntary release of this Lease from Lessee prior to expiration of the Lease Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and will be enforceable by such Mortgagee.

ARTICLE 18 – SUBORDINATION, QUIET ENJOYMENT, ATTORNMENT

18.1 SUBORDINATION OF LESSEE'S INTEREST. At Lessor's option, this Lease shall be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting the Land, and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the Land or Improvements or either thereof, of which the Land is a part, or on or against Lessor's interest or estate therein, or on or against any ground or underlying lease without the necessity of the execution and delivery of any further instruments on the part of Lessee to effectuate such subordination; provided however, that so long as Lessee shall not be in default under the terms of this Lease, the Lease shall not be terminated nor shall any of Lessee's rights and obligations under said lease be disturbed by such lender or ground lessor in the exercise of its rights under any such deed of trust, mortgage, or ground lease.

18.2 SUBORDINATION AGREEMENT. Lessee covenants and agrees to execute and deliver upon demand without charge therefore, such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be required by Lessor.

18.3 QUIET ENJOYMENT. Lessor agrees that Lessee, upon paying the Rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease and upon recognizing purchaser as Lessor, may quietly have, hold and enjoy the Premises during the Lease Term; subject however, to all restrictions and covenants contained or referred to in this Lease.

18.4 ATTORNMENT. In the event any proceeding is brought for default under any ground or underlying lease, or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the Premises, Lessee shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Lessor under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of this Lease.

ARTICLE 19 – DEFAULT; REMEDIES

19.1 DEFAULT. Lessor will provide Lessee with a written notice of default in the event any of the following events of default occur ("Notice of Default"). In addition to any other grounds for default set forth in this Lease, the occurrence of any of the following shall constitute a default of this Lease by Lessee:

- a. Any failure by Lessee to pay Base Rent, Additional Rent or any other monetary sums required to be paid hereunder when due.
- b. The abandonment or vacation of the Premises by Lessee.
- c. Any failure by Lessee to pay any applicable taxes or other governmental fees when due.
- d. Lessee fails to observe or perform any other obligation, covenant, condition, or undertaking set forth in this Lease.
- e. Lessee fails to obtain or otherwise maintain any governmental approvals necessary for activities conducted by Lessee under this Lease.
- f. Lessee fails to abide by any applicable laws or regulations in connection with Lessee's operation of the Premises.
- g. Lessee makes an assignment or other transfer for the benefit of its creditors in anticipation of or preparation for commencing a proceeding in bankruptcy.
- h. Lessee becomes insolvent or proceedings in bankruptcy or for liquidation, reorganization, or rearrangement of Lessee's affairs are instituted by or against Lessee.

- i. A receiver or trustee is appointed for all or substantially all of Lessee's business or assets.
- j. A trustee is appointed for Lessee after a petition has been filed for Lessee's reorganization under the United States Bankruptcy Code, or if this Lease has been rejected under § 365 of the United States Bankruptcy Code.
- k. Lessee makes an assignment, sublease, novation, or other transfer of this Lease in any manner contrary the provisions of this Lease.
- l. Lessee allows or causes a lien or encumbrance of any kind to be placed, filed, or recorded against the leased Premises in any manner contrary to the provisions of this Lease.

19.2 REIMBURSEMENT OF EXPENSE. Lessee shall reimburse Lessor, in addition to any other obligations hereunder, for the cost of sending each Notice of Default hereunder; and no default shall be deemed cleared or satisfied until reimbursement of such cost is made; provided however, that the minimum amount payable by Lessee for each Notice sent shall be Fifty Dollars (\$50.00).

19.3 DUTY TO CURE. Lessee shall cure every default set forth in the Notice of Default within the following timeframes:

- a. In the event of Lessee's failure to pay any amount due to Lessor, Lessee shall cure any such default, including payment of any and all late charges and interest, within thirty (30) calendar days from the date of the Notice of Default.
- b. In the event of bankruptcy or receivership that is the result of an action brought against Lessee and without Lessee's concurrence, Lessee shall have ninety (90) calendar days from the commencement of the proceeding, to have the same dismissed and any receiver or trustee appointed therein discharged.
- c. In the event of Lessee's violation of, or failure to obtain or maintain, any governmental approvals necessary for any activity authorized under this Lease, Lessee shall have ninety (90) calendar days from the date of the Notice of Default to demonstrate that such governmental approvals have been obtained, are not necessary, or to seek such governmental approvals. If such governmental approvals are necessary for Lessee's activities and are not obtained, then Lessor shall have the right, without limitation, to require Lessee to cease activities related to such violation on the leased Premises until the violation has been remedied to the satisfaction of Lessor, in its reasonable discretion.
- d. Except as otherwise stated in this Lease, Lessee shall cure every default set forth in the Notice of Default within sixty (60) calendar days from the date of the Notice of Default. If Lessee has, within the cure period, diligently and in good faith worked to correct the default, then Lessor shall extend the cure period for a length of time that Lessor believes to be reasonably necessary to complete the cure. Any such extension will be contingent upon Lessee's continued diligence toward a cure throughout the cure period.
- e. All cure periods shall run concurrently and not consecutively.

19.4 FAILURE TO CURE. In the event of any default by Lessee, which is not cured within the applicable cure period, if any, and subject to the terms of Article 17, Lessor may terminate this Lease; may enforce any or all violations against Lessee; may seek resolution by judicial action or otherwise; and may seek any single, combination of, or any and all remedies available at law or in equity. Lessor's pursuit of any particular right or remedy for a failure to cure, and any resulting breach of this Lease, shall not, in and of itself, constitute a waiver or relinquishment of any other claim or remedy against Lessee. Lessor may, in its sole discretion, pursue any, all, or none of the following:

- a. Terminate this Lease and re-enter upon all or any part of the Premises, either with or without process of law, Lessee hereby waiving any demand for possession, and remove Lessee and any persons or property from the Premises, with all such costs becoming the sole obligation of Lessee.
- b. Re-lease the whole, or any part or parts of the Premises, either in the name of Lessor or otherwise, for less than or the balance of the Lease Term, and grant concessions or charge a higher Rent than that in this Lease.
- c. Remit payment on any tax, assessment, or other governmental fee due by Lessee. In that event, Lessee shall, upon Lessor's demand repay to Lessor the amounts so paid, reasonable attorney fees and all other court costs, and any other expenses incurred because of or in connection with such payments, together with interest at the statutory rate of interest (12% per annum) until paid in full.
- d. Pursue judicial action to collect from Lessee damages incurred by or resulting to Lessor from Lessee's failure to observe and perform any term, condition, covenant, duty, or obligation of this Lease.
- e. Allow the Lease to remain in full force and effect while enforcing any or all of Lessor's rights and remedies.
- f. Remove any or all of Lessee's property or Improvements and store the same at Lessee's expense or require Lessee to remove the same.

19.5 LIABILITY FOR DAMAGES. The failure of Lessor to re-lease the Land or any part or parts of it shall not release or affect Lessee's obligations under this Lease or liability for damages. In computing such damages, there shall be added to the amount due any expenses incurred by Lessor in connection with re-leasing, including: legal expenses, reasonable attorney fees, brokerage fees, advertising costs, cost to keep the Land or Improvements in good order, or for preparing the Land or Premises for re-leasing. Any such costs shall be considered and included as Rents to be paid by Lessee. Any judicial action brought to collect the amount of the deficiency for any period shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent period by a similar proceeding. Lessor, in putting the Premises in good order or preparing the same for re-leasing may, at Lessor's option, make such alterations, repairs, or replacements to the Land or Improvements as Lessor, in Lessor's sole discretion, considers advisable and necessary for the purpose of re-leasing the Land or Premises. The making of such alterations, repairs, or replacements shall not operate or be construed to release Lessee from liability pursuant to this Lease. Lessor shall in no event be liable in any way whatsoever for failure to re-lease the Land or Premises; or in the event that the Land or Premises are re-leased, for failure to collect the Rent due by Lessee under such re-lease contract; and in no event shall Lessee be entitled to receive any excess, if any, of such net Rents collected over the sums payable by Lessee to Lessor. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions of this Lease, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not herein provided for. The mention in this Lease of any particular remedy shall not preclude Lessor from any other remedy, in law or in equity. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Lessee is evicted or dispossessed for any cause, or in the event Lessor obtains possession of the leased Premises, by reason of a default and failure by Lessee to cure any of the covenants and conditions of this Lease, or otherwise

19.6 LATE CHARGES. Lessee acknowledges that late payment by Lessee to Lessor of Rent or other sums due hereunder will cause Lessor to incur additional administrative costs and other costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing notices of default, accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's agent within ten (10) days after such amount shall become due, then Lessee shall be required to pay to Lessor, in addition to interest accruing on said late payment from the date any such payment is due until paid in full, a late charge in the amount of one hundred fifty dollars (\$150). The parties agree that such late charge represents a fair and reasonable estimate of costs Lessor will incur by reason of any late payment by Lessee.

19.7 LIENS FOR UNPAID RENT. Pursuant to this Lease and for the duration of this Lease, Lessor shall retain a lien upon the entirety of Lessee's Improvements for payment of all Base Rent, Additional Rent or any other monetary sums required to be paid hereunder.

19.8 SURRENDER OF PREMISES; RECLAMATION. The voluntary or other surrender of this Lease by Lessee or a mutual termination thereof shall, at the option of Lessor, terminate any or all existing subleases or subtenancies by Lessee, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases and subtenancies. Anything subject to removal, but not removed, will be deemed abandoned and, at Lessor's option, will be deemed transferred to, and shall become, the property of the State by operation of law without any further action required by Lessor; or Lessor may require Lessee to remove it; or Lessor may cause the same to be removed at Lessee's sole cost and expense. Prior to or upon termination of this Lease, Lessor may require complete or partial reclamation of the leased Premises by Lessee and at Lessee's sole cost, and in accordance with Lessor's direction.

19.9 HOLDOVER. If Lessee, or any successor-in-interest, remains in possession of all or any part of the Premises after the expiration of the Lease Term, Lessee will, at Lessor's option and for a period of time not to exceed one (1) calendar year, be deemed to be a Lessee from month to month, at a monthly Base Rent, payable in advance, equal to 150% of monthly Base Rent payable during the last full lease year prior to the expiration or earlier termination of this Lease, and Lessee will be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy. Provided Lessee remains in possession as contemplated hereunder, Lessee shall immediately indemnify Lessor against loss or liability resulting from or in connection with the delay by Lessee in so surrendering the Premises, including, without limitation, any claims made by any succeeding third-party lessee founded on such delay. The inclusion of this provision shall not be construed as Lessor's permission for Lessee to holdover.

19.10 LESSEE'S CONTINUING OBLIGATIONS. All obligations of Lessee and any surety of Lessee pursuant to this Lease, which accrue during the Lease Term, or which accrue upon the termination of this Lease, shall survive the termination of this Lease.

19.11 ALL RIGHTS RETURN TO LESSOR. Upon termination of this Lease for any reason, all rights granted to Lessee will return to Lessor.

ARTICLE 20 – NONDISCRIMINATION

20.1 NO DISCRIMINATION. Lessee covenants by and for itself, its successors, executors, administrators and assigns, and all persons claiming by, through under Lessee, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises, nor shall Lessee, or any person claiming by, through or under Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of lessees, sublessees or vendors in the Premises.

ARTICLE 21 – ADDITIONAL LEASE PROVISIONS

21.1 EXCLUSIVES. It is herewith agreed that this Lease contains no restrictive covenants or exclusives in favor of Lessee.

21.2 ESTOPPEL CERTIFICATE. Lessee shall, at any time upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if there are such claims; and, (c) acknowledging and certifying such other and further facts in connection with this Lease as may be reasonably requested by Lessor or a prospective purchaser or lender of the Premises or any part thereof. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (b) that there are no uncured defaults in Lessor's performance; and, (c) that not more than an amount equal to one (1) month's Base Rent has been paid in advance. If Lessor desires to finance, refinance or sell its interest in the real property in which the Premises are located, or any part thereof, then Lessee agrees to deliver to any lender or purchaser designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or purchaser. All such financial statements shall be received by Lessor in confidence and shall be used only for the purpose herein set forth.

21.3 TRANSFER OF LESSOR'S INTEREST. In the event of a sale or conveyance by Lessor of Lessor's interest in the Premises, other than a transfer for security purposes only, Lessor shall be relieved of any and all duties, obligations and liabilities incurred from and after the date specified in any such notice of transfer of Lessor's interest by Lessor; provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest, shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser or assignee.

21.4 PUBLIC RECORDS. Pursuant to Idaho Code §§ 74-101 *et seq.*, information or documents received from Lessee may be open to public inspection and copying unless specifically exempt from disclosure. Lessee shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the statutory basis for such exemption. Lessor will not accept the marking of an entire document as exempt. In addition, Lessor will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Lessee shall indemnify and defend Lessor against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring any designation by Lessee, or for Lessee's failure to designate individual documents as exempt. Lessee's failure to designate as exempt any document or portion of a document that is released by Lessor shall constitute a complete waiver of any and all claims for damages caused by any such release.

21.5 TIMBER REMOVAL. Lessee will not interfere with the removal of timber purchased by a third party prior to or subsequent to the issuance of this Lease. The cutting or removal of timber is prohibited, other than that expressly permitted and authorized by Lessor, which approval will not be unreasonably withheld, conditioned, or delayed. Prior to Lessee cutting or removing timber from the Land, Lessor must be given written notice at least three (3) months in advance of the intended cutting or clearing operation. Lessee will reimburse Lessor for the value of any merchantable timber and pre-merchantable timber cut or cleared from the Land. The value for such timber will be established by Lessor using accepted fair market value appraisal techniques. Upon payment to Lessor, title to the timber shall pass to Lessee.

21.6 NOXIOUS WEED CONTROL.

a. Cooperation and Costs. Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. As may be necessary, Lessee shall take measures to control noxious weeds on the Land, except those resulting from activities beyond Lessee's control. Costs for control of noxious weeds on the Land shall be the responsibility of Lessee.

b. Weed Free. Prior to moving equipment onto the leased Land, Lessee shall use reasonable efforts to ensure that all equipment is free of noxious weeds and their seeds as defined by the Idaho State Department of Agriculture and any local Cooperative Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on the Land.

21.7 RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be construed as creating any relationship between the Parties other than that of landlord and tenant; and nothing contained in this Lease shall be construed to create any other relationship between the Parties, including any relationship of principal-agent, master-servant, employer-employee, partnership or joint venture.

21.8 ENTIRE AGREEMENT. This Lease (comprised of the Summary, the Lease provisions, Signature Page, and all Attachments, including any Special Terms and Conditions, as amended) contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either Party, or any agent of either Party, by representations, promises, or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements, or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.

21.9 SEVERABILITY. If any term or provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be

enforceable to the fullest extent permitted by law. It is the express intention of the parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other would render the provision valid, then the provision shall have the meaning which renders it valid.

21.10 NOTICES. All notices between the Parties in connection with this Lease shall be in accordance with terms of this Lease. Any notice given in connection with this Lease shall be in writing and shall be delivered to the other Party by hand; by certified mail, postage prepaid, return receipt requested; or by email transmittal (provided receipt of the email is confirmed by a reply email or by telephone), as indicated below. Notice shall be deemed delivered immediately upon personal service, email transmission, or forty-eight hours after depositing notice in the United States mail. If any type of "undeliverable" message is received by the Party transmitting an email, delivery shall be presumed to not have occurred. If a Party shows that the person assigned to an email address was no longer employed by the Party at the time of transmittal, delivery shall be presumed to not have occurred. The notices shall be sent to the addresses stated on the Summary. Either Party may change the place for giving notice by written notice to the other Party.

21.11 ATTORNEY'S FEES. In the event suit is brought by any party to this to enforce the terms of this Lease or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees and costs, in the amount determined by the court, in addition to any other available remedies.

21.12 TIME. Time is of the essence of this Lease and each provision hereof.

21.13 JOINT AND SEVERAL LIABILITY. All terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

21.14 GOVERNING LAW AND FORUM. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

21.15 NO WAIVER A waiver by Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of Rent by Lessor hereunder shall not be construed to be a waiver of any violation of any terms or conditions of this Lease. No payment by Lessee of a lesser amount than is due according to the terms of this Lease shall be deemed or construed to be anything other than a partial payment on account of the most recent Rent payment due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

21.16 FORCE MAJEURE. If Lessor or Lessee is delayed, hindered, or prevented from performing any act required hereunder by reason of any act of God; strike; lockout; labor trouble; inability to procure materials; failure of power; restrictive government laws or regulations enacted after the Effective Date, which preclude activities that are the subject of this Lease; riot; insurrection; war; escalation of hostilities; or other reason beyond the Party's control making performance impossible, then performance of that act, and that act only, shall be excused for the reasonable period of the delay upon proper and satisfactory proof presented to Lessor. Lessor must be notified within fifteen (15) calendar days of any force majeure event. For that event, the period for the performance of the act shall be extended for a reasonable period equivalent to the period of the delay. Lessee shall work diligently to eliminate the delay and immediately notify Lessor when the reason for the force majeure event has ceased. Neither Lessee's financial condition nor the failure of any of Lessee's contractors or subcontractors or any other party with whom Lessee contracts shall be an event of force majeure excusing the performance of any act. This provision shall not apply to any obligation to pay Rent and other charges to be paid by Lessee pursuant to this Lease when due.

21.17 PROPER AUTHORIZATION. If Lessee is an entity other than a natural person, each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with a duly adopted resolution of the entity in accordance with the applicable organizational agreement (such as Bylaws or Operating Agreement) of said entity, and that this Lease is binding upon said entity in accordance with its terms. If Lessee is an entity other than a natural person, Lessee shall, prior to or concurrently with the execution of this Lease, deliver to Lessor a certified copy of a resolution of the entity authorizing or ratifying the execution of this Lease.

21.18 RECORDING. Neither this Lease nor any memorandum thereof shall be recorded without the express written consent of Lessor, and any such unauthorized recording of the same shall constitute an event of default by Lessee.

21.19 SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED. If either party to this Lease is the State Board of Land Commissioners or an agency of the State of Idaho, then this Lease shall in no way or manner be construed so as to bind or obligate any such party or the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time; and, any such party reserves the right to terminate this Lease if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for any such party to meet any obligation under this Lease. All future rights and liabilities of the parties hereto shall thereupon cease within ninety (90) days after written notice to any such party.

21.20 NO BROKERS. Except as otherwise specified herein, Lessor and Lessee have not engaged any broker, finder or other person entitled to any commission or fee in respect to the negotiation, execution, or delivery of this Lease. If any new leases, modifications to

this Lease or other agreements are made between Lessor and Lessee, Lessor shall not have any obligation to pay any brokerage or finders fees to persons engaged by Lessee.

21.21. PROMOTION. Except as allowed by Lessor's prior written approval, Lessee shall not use the name of Lessor, including the State Board of Land Commissioners, Idaho Department of Lands, State of Idaho, or any agency thereof; or the fact that any of Lessee's operations are conducted in whole, or in part, on State Endowment Trust Lands, in any advertisement or prospectus promoting the sale of stock. The reflection of this Lease as an asset of Lessee on the accountings, financial records and statements of Lessee shall not constitute a breach of this paragraph.

21.22. CUMULATIVE REMEDIES. Arising from this Lease, Lessor shall have all rights and remedies which this Lease and the laws of the State of Idaho may provide, in law or in equity. All rights and remedies accruing to Lessor shall be cumulative; that is, Lessor may pursue all rights that the law and this Lease afford to it, in whatever order Lessor desires and the law permits, without being compelled to resort to any one remedy in advance of any other.

21.23. SURVIVAL. Any provision of this Lease that expressly or by implication comes into or remains in force following the termination of this Lease shall survive the termination of this Lease for the period set forth in such provision, or if no period is set forth in such provision, for the period that is coextensive with the applicable statute of limitations. Notwithstanding anything to the contrary in this Lease, any indemnification obligations shall survive the termination of this Lease.

21.24 HEADINGS. All headings in this Lease are for convenience and ready-reference only and shall not affect the meaning of any provision hereof.

21.25. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

DRAFT

IN WITNESS WHEREOF, Lessee has executed this instrument as set forth below.

LESSEE:

a _____

Date: _____

STATE OF _____)
County of _____)ss.

On this ____ day of _____, 202__, before me a notary public in and for said state, personally appeared _____, known or identified to me to be the authorized _____ of _____, a(n) _____, the _____ that executed the instrument or the person who executed the instrument on behalf of said _____, and acknowledged to me that said _____ executed the same.

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

(Seal)

Notary Public
Residing at: _____
My Commission Expires: _____

DRAFT

IN WITNESS WHEREOF, Lessor has executed this instrument as set forth below.

LESSOR:

STATE BOARD OF LAND COMMISSIONERS

President of the State Board of Land Commissioners
and Governor of the State of Idaho

Countersigned:

Secretary of State of Idaho

Director of the Idaho Department of Lands

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 202__, before me, a Notary Public in and for said State, personally appeared BRAD LITTLE, as the President of the State Board of Land Commissioners and Governor of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the same as said President and Governor, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 202__, before me, a Notary Public in and for said State, personally appeared LAWRENCE E. DENNEY, as Secretary of State of Idaho, that executed the within instrument, and acknowledged to me that he executed the within instrument as said Secretary of State and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 202__, before me, a Notary Public in and for said State, personally appeared DUSTIN T. MILLER, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

DRAFT

EXHIBIT "A"
DEPICTION OF LAND

DRAFT

EXHIBIT "B"

RENT

DRAFT

EXHIBIT "C"

SPECIAL TERMS AND CONDITIONS

DRAFT

EXHIBIT "D"

EXISTING IMPROVEMENTS

DRAFT