



CONDITIONAL USE PERMIT

Permit info: CUPFY2025-0003

Application Date: 01/03/2025 Rec'd by: MA

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921
▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: Stephen Pendl	Name: Joshua Waitman
Company: Strive Academy LLC	Company: 8707 W State LLC
Address: 8707 W State St Suite A	Address: 413 W Idaho St #101
City: Boise	City: Boise
State: ID Zip: 83703	State: ID Zip: 83702
Tel.: 208-918-3136	Tel.: 208-991-0269
E-mail: stephen@striveboise.com	E-mail: JOSHUA@COPIUMINVEST.COM

PROPERTY AND DESIGN INFORMATION: [VISIT ADA COUNTY ASSESSOR'S SITE](#)

Site Address: 8707 W State St

Subdivision Name: Steins Sub	Lot: 12	Block: unknown
Tax Parcel Number: 06-17	Zoning: c-2	Total Acres: n/a
Proposed Use: daycare	Floodplain: YES	✓NO

Describe the proposed use:

Will you be making changes to the structure(s)?	YES	✓NO
If no, will you be changing the occupancies as defined by the IBC ?	✓YES	NO
Check any that are applicable to this application:	I will build a new structure	
If any of the first three boxes are checked, a Design Review Application is required	I will add 25% or more to the floor area of an existing building	
	I will alter, replace rehabilitate or restore 25% or more of a store façade.	

How is the use appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district?

Daycare is one of the most in demand services in the Treasure Valley. Thousands of families live within 5 miles of this location. Our daycare has existed in this location since 2001 and is simply expanding back into another suite in the same building that it occupied recently.

Is the use supported by adequate public facilities or services such as water/sewer, schools, roads, parks, transit, fire protection and police protection?

Yes

How does the use affect the health, safety or welfare of the community?

Being the only daycare in the Treasure Valley that doesn't serve processed food, our opinion is that this service is absolutely necessary to this community and the results of a denial would be devastating to many local families

How does the use support the goals of the Comprehensive Plan?

The Comprehensive Plan relies on availability of daycare expanding. Without expansions like ours, the Comprehensive Plan would be impossible to succeed. Families would need to seek homes elsewhere where they have access to childcare, and local neighborhoods and businesses would deteriorate.

How far is the proposed use from a pedestrian/bicycle pathway?

Pedestrian sidewalks are already on the property with connectivity to Greenbelt and public transit.

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I agree to be responsible for all application materials, fees and application correspondence with the City. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.



Signature of the Applicant (date)



Signature of the Owner (date)

1/1/2025

APPLICATION INFORMATION REQUIRED

**NOTE: AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES**

ONE (1) HARD COPY OF EACH CHECKLIST ITEM REQUIRED:

- Compliance Statement and Statement of Intent
- Neighborhood Map
- Fire Flow / Ability to Serve
- 11"x17" Site Plan
- Irrigation/Ditch Company Authorization Letter
- Landscape Plan
- Photos of Site
- Neighborhood Meeting Verification
- Affidavit of Legal Interest
- Waiver Request of Application Materials
- Structural Documentation

(if previous Certificate of Occupancy has been issued and no change to IBC occupancy is anticipated)

**Additional information may be required by staff such as a traffic/parking analysis, a use analysis or documents related specifically to a business.*

PLEASE CHECK THE FOLLOWING:

INFORMATION REQUIRED ON COMPLIANCE STATEMENT AND STATEMENT OF INTENT:

- Statement explaining how the proposed use(s) is compliant with the standards of review for the proposed application. Cite the ordinances the proposed use(s) is compliant with
- Should include purpose, scope, and intent of project
- Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION REQUIRED ON NEIGHBORHOOD MAP:

- 8 1/2" x 11" size minimum
- Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON SITE PLAN:

- Scale not less than 1" = 20', legend, and north arrow.
- Property boundary, dimensions, setbacks and parcel size.
- Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- Building envelope dimensions with the center of the envelope location established in relation to the property lines
- Adjacent public and private street right of way lines
- Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations

- For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.

INFORMATION REQUIRED FOR IRRIGATION/DITCH AUTHORIZATION LETTER:

- Required if irrigation canal/irrigation ditch runs through property or along property lines

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION:

- Copy of notice sent to property owners within 300' of an applicable property
- List of notice recipients with names and addresses
- Sign-up sheet from meeting

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:

- Statement must include a list of the application materials to be waived and an explanation for the request

STRUCTURAL DOCUMENTATION (IF NO CHANGE TO STRUCTURE OR IBC OCCUPANCY):

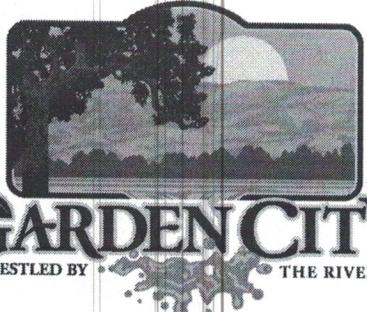
- Industrial treatment compliance: a statement answering the following questions:
 - Do you or will you discharge wastewater other than domestic water from bathrooms to the City Sewer System? If yes, please describe.
 - Are floor drains present in your facility? If yes, are any chemicals stored on site in containers exceeding 1 gallon?
 - Do you or will you use fats, oils or greases in your business? If yes, do you have a grease trap/interceptor present
- One set of detailed current floor plans legibly drawn on minimum 8 1/2 X 11 plan sheet drawn to $\frac{1}{4}$ "= 1' scale (with scale noted on plans) identifying:
 - Use and square footage per room (i.e. office, storage, restroom, etc.)
 - Primary Occupancy Classification (2018 IBC sec 303-312)
 - Occupancy Load (2018 IBC Sec 1004, table 1004.5)
 - Interior and exterior wall and opening dimensions, windows, doors, roll-up doors
 - Electrical panels interior and exterior
 - Gas meter location
 - Fire extinguisher locations and size
 - Emergency lighting locations
 - Illuminated exit sign locations
 - Fire sprinkler riser location
 - Fire alarm panel location
 - Commercial cooking operation location, including size and type of hoods and grease traps
 - Spray finishing operation location
 - Flammable or combustible product locations
 - Welding operation locations
 - Rack storage locations

Disclaimer Clause: X Denotes application information that may be waived depending on the nature of the request" found under table 8-6a-2 "required application information."

Strive Academy
8707 W State St Suite A
Boise, ID 83714

Statement of Intent for Suite D

The intent of this expansion is to add classrooms to the daycare center that has operated in Suite A since 2001 and in Suite D from roughly 2011 - 2021.



GARDEN CITY

NESTLED BY THE RIVER

6015 Glenwood Street ■ Garden City, Idaho 83714
Phone 208 - 472-2921 ■ Fax 208 - 472-2926 ■
www.gardencityidaho.org

Affidavit of Legal Interest

State of Idaho)
County of Ada)

I, 8707 W State LLC, PO Box 2414 EAGLE ID 83616
Name Address of Owner
(must be primary owner as noted in Ada County Assessor's records.
If the primary owner is a business write the business name)

City

1D. 83616

City

State and Zip

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to STEPHEN PENDLE & ELENA DEMARTIS

Name of Applicant 8707 W STATE ST
to submit the accompanying application pertaining to 8707 W STATE ST,
Garden City Idaho, 83714 property. Address of Property Subject to this Affidavit

2. I agree to indemnify, defend, and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.
4. I acknowledge that all fees related to said applications and improvements are ultimately the property owner's responsibility.

Dated this 14th day of JULY 2023

Signature

Printed Name

Signature Printed Name
(must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

Subscribed and sworn to before me the day and year first above written.

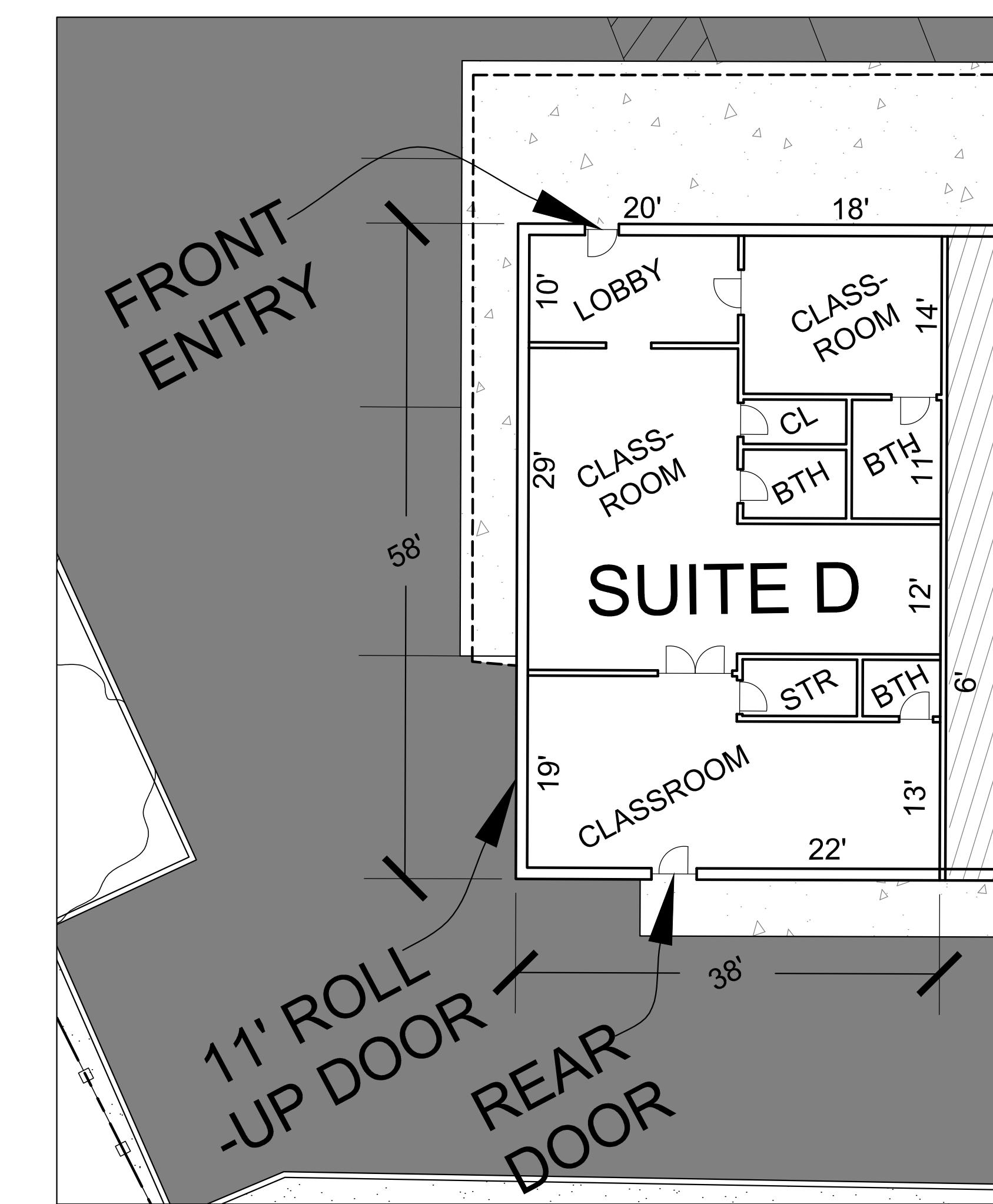
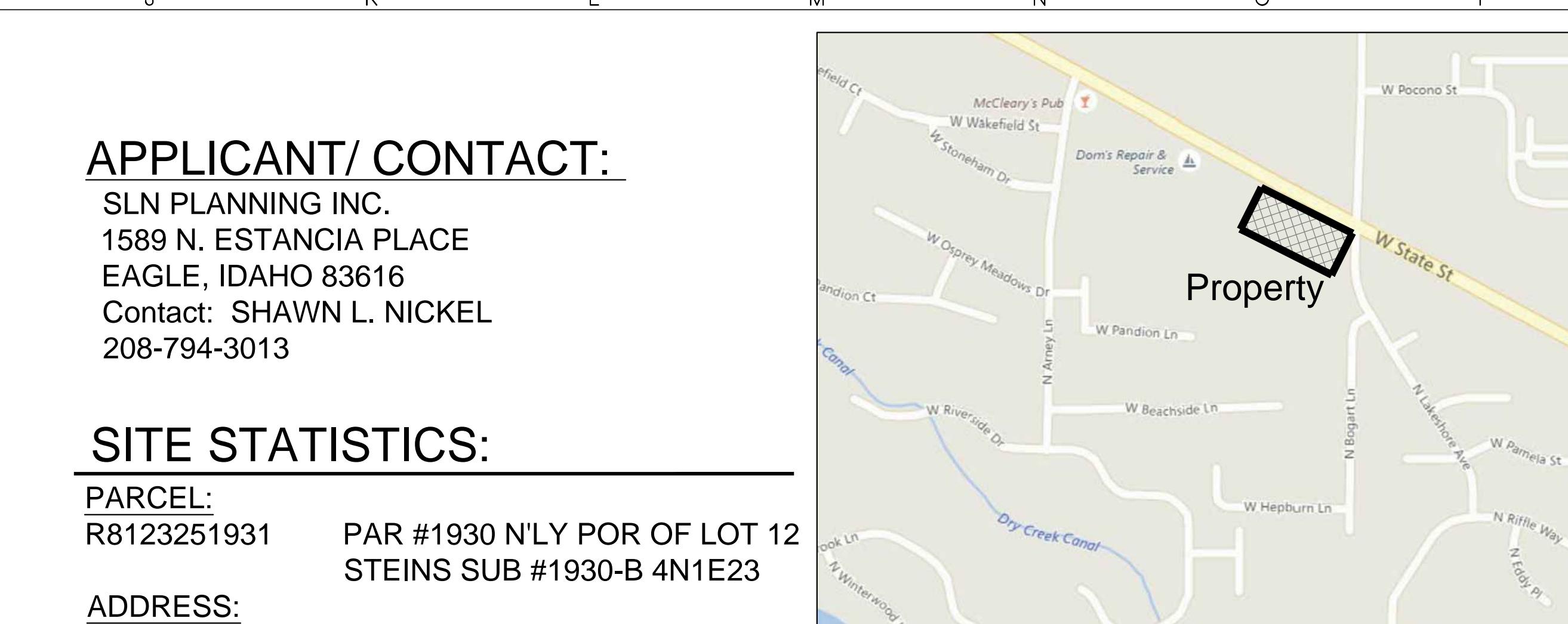
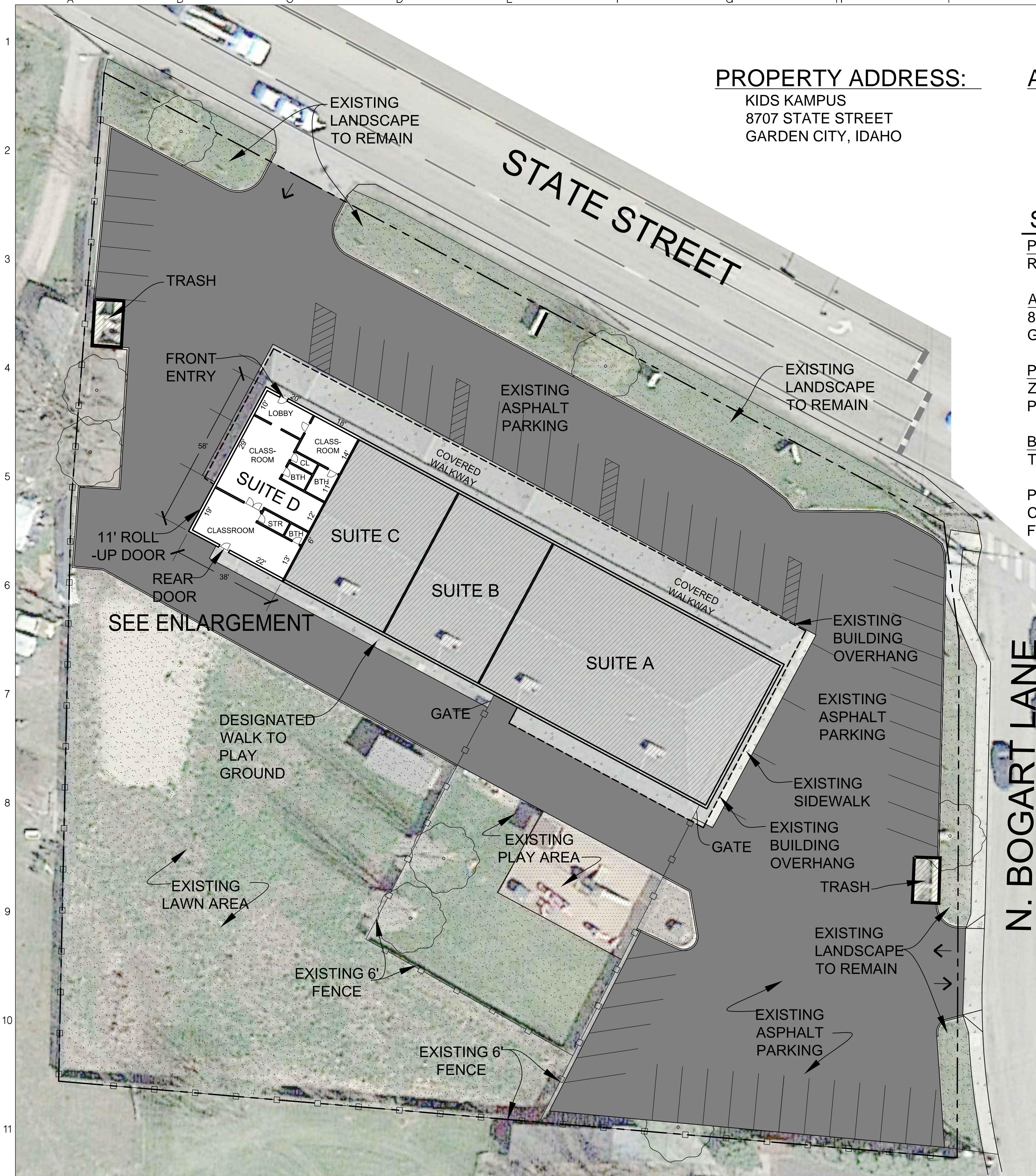


Notary Public for Idaho

Residing at: Adair County, Oklahoma

My Communication: 17/03/2027

My Commission expires 12/03/2021



CONDITIONAL USE PERMIT
KIDS KAMPUS
8707 STATE STREET
GARDEN CITY
IDAHO

DRAWN BY:
J.D.R.
CHECKED BY:
J.D.R.
PROJECT NUMBER:
SHEET:
S1.0

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease"), dated December 1, 2023 ("Effective Date"), is between 8707 W State LLC, a(n) Idaho Limited Liability Company its successors and or assigns ("Landlord"), and Kids Kampus 4 LLC, a(n) Idaho Limited Liability Company ("Tenant"). Landlord and Tenant agree as follows:

1. **Basic Terms.** The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

- a. **Property:** That certain real property located at 8707 W. State St. Ste A, Boise, Idaho, 83714, as legally described in Exhibit A ("Property").
- b. **Building:** That certain Building located on the Property, as depicted on Exhibit B, along with common areas for Tenant use ("Building").
- c. **Premises:** A portion of the Building, commonly known as Suite A, as depicted on Exhibit B, consisting of approximately 4,613 square feet and approximately 6,750 sq. ft of yard space located in the rear of the property ("Premises"). .
- d. **Commencement Date:** December 1, 2023
- e. **Lease Term:** Commencing on the Commencement Date and ending Thirty Six (36) months following the Commencement Date.

f. Base Rent:

Months	Annual Base Rent Rate per Rentable Sq. Ft.	Annual Base Rent	Monthly Installments
1-6	\$14.00	\$64,582.00	\$5,381.83
7-18	\$14.50	\$66,888.50	\$5,574.04
19-30	\$15.00	\$69,195.00	\$5,766.25
31-36	\$15.45	\$71,270.85	\$5,939.24

g. Yard Space Rent:

Months	Annual Base Rent Rate per Rentable Sq. Ft.	Annual Base Rent	Monthly Installments
1-6	\$0.25	\$1,687.50	\$140.63
7-18	\$0.50	\$3,375.00	\$281.25
19-30	\$0.75	\$5,062.50	\$421.88
31-36	\$0.77	\$5,214.38	\$434.53

h. Tenant's Pro Rata Share: 40.4%

i. Address of Landlord for Notices and Payment: 8707 W State LLC
PO Box 2414
Eagle, ID 83616

j. Address of Tenant for Notices: 979 N Clithero Dr
Boise, ID 83703

k. Guarantor(s): Stephen Pendl

l. Security Deposit: \$8,000

2. Lease of Premises and Lease Term

- a. **Premises.** In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants and conditions set forth in this Lease.
- b. **Commencement and Expiration of Term.** The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and, unless earlier terminated in accordance with the terms and conditions of this Lease, expires on the last day of the last calendar month of the Term. Notwithstanding the foregoing, from and after the date of full execution and delivery of this Lease, this Lease shall be in full force and effect, and Tenant shall keep, perform and observe all the terms, covenants, conditions, agreements, indemnities and other promises to be kept, performed and observed by Tenant with respect to the Premises (other than payment of Rent) prior to the Commencement Date.

3. Rent and Other Payment.

- a. **Base Rent.** Tenant will pay Base Rent in monthly installments to Landlord, in advance, without offset, demand or deduction, commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term ("Base Rent"). Tenant will make all Base Rent payments to Landlord made payable to the Landlord or at such other place or in such other manner as Landlord may from time to time designate in writing. Landlord will provide payment instructions to Tenant upon Tenant's execution of this Lease. Tenant will make all Base Rent payments without Landlord's previous demand, invoice or notice for payment. If the Commencement Date is a date other than the first day of a month, Base Rent from such date until the first day of the following month shall be prorated for each day within the partial calendar month that begins the Term and shall be payable on the Commencement Date. Base Rent for the first month of the Term is due with the payment of the Security Deposit.
- b. **Additional Rent.** In addition to the Base Rent, Tenant agrees to pay as "Additional Rent" the amount of additional rent and rent adjustments and other charges required by this Lease, including but not limited to Tenant's Pro Rata Share (defined below) of all other impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, including without limitation the Building Operating Expenses (as defined herein), which arise with regard to the Premises or may be contemplated under any other provision of the Lease, except for costs and expenses expressly made the obligation of Landlord in this Lease. Base Rent plus Additional Rent is collectively referred to in this Lease as "Rent." Additional Rent will continue to be paid even if Base Rent is abated or not due and payable under this Lease unless expressly stated otherwise in this Lease. "Tenant's Pro Rata Share" shall mean the ratio determined by dividing the Rentable Square Footage of the Premises by the Rentable Square

Footage of the Building, measured using Standard Method of Measurement
ANSI/BOMA Z65.5-2010 Method.

- c. **Building Operating Expenses.** The term "Building Operating Expenses" shall mean all actual costs and expenses incurred by Landlord in connection with the ownership, operation, management and maintenance of the parts of the Building and Property designated by Landlord from time to time for the common use or benefit of the occupants of the Building with facilities appurtenant to each (collectively, the "Common Areas"), the Building, Property, and related improvements located thereon (the "Improvements"), including, but not limited to; all real and personal property taxes, local improvement rates, and other ad valorem assessments (whether general or special, known or unknown, foreseen or unforeseen) and any tax or assessment levied or charged in lieu thereof, whether assessed against Landlord and/or Tenant and whether collected from Landlord and/or Tenant, including, without limitation, any privilege or excise tax (collectively, "Taxes"), the cost of all insurance maintained by Landlord on or with respect to the Building, the Improvements, the Common Areas or the Property, all maintenance and cost of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with day to day operation, maintenance, repair, and replacement of the Building, the Improvements, the Common Areas or the Property, its equipment and the adjacent walk and landscaped area and, the cost of capital improvements which decrease the Building Operating Expenses, provided, however, the amount included as Building Operating Expenses shall be limited to the actual verified amount of the decrease in Building Operating Expenses as a direct result of such capital improvements.
- d. **Payment of Building Operating Expenses.** Tenant's Pro Rata Share of Building Operating Expenses shall be paid as follows:
 - i. At least thirty (30) days prior to the beginning of each calendar year, Landlord shall deliver to Tenant a statement showing Landlord's estimate of the Building Operating Expenses for such calendar year and Tenant's Pro Rata Share of the Building Operating Expenses ("Estimated Costs"). If Landlord fails to deliver such statement prior to January 1 of the applicable year, until the delivery of such statement, Tenant's Estimated Costs shall be deemed to be the same amount of the Estimated Costs for the prior year; provided, however, if Landlord subsequently furnishes to Tenant a statement of such Estimated Costs, to the extent such Estimated Costs are greater than or less than the Estimated Costs paid on a year to date basis, Tenant shall either receive a credit or make a payment, in the amount of such difference on the next date on which Tenant makes a Base Rent payment hereunder.
 - ii. Concurrent with each monthly payment of Base Rent, Tenant shall pay to Landlord, without offset or deduction, one twelfth (1/12th) of the Estimated Costs.
- e. **Report of Building Operating Expenses and Statement of Estimated Costs.** Within one hundred twenty (120) days after each calendar year occurring during the Term, Landlord shall furnish Tenant with a written reconciliation statement (the "Landlord's Statement") comparing Tenant's Pro Rata Share of the Building Operating Expenses from the previous calendar year against the amounts actually paid by Tenant during

the previous calendar year. If the annual reconciliation statement of costs indicates that the Estimated Costs paid by Tenant for any year exceeded Tenant's Pro Rata Share of the Building Operating Expenses, Landlord, at its election, shall within thirty (30) days of Tenant's receipt of such reconciliation statement, either (a) pay the amount of such excess to Tenant, or (b) apply such excess against the next installment (s) of Base Rental or Additional Rent due hereunder, until such excess is depleted. If the annual reconciliation statement of costs indicates that Estimated Costs paid by Tenant for any year are less than Tenant's Pro Rata share of the Building Operating Expenses for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days of Tenant's receipt of such reconciliation statement.

- f. **Late Charges.** If any payment of Rent is past due for more than five days, Tenant shall pay to Landlord as additional rent a late charge (the "Late Charge") in the amount of 5% of the unpaid Rent. In addition, if any payment of Rent or any other charge or expense payable under this Lease is not received by Landlord within five days of when due, Landlord may assess and Tenant shall pay to Landlord, as Additional Rent, interest on the overdue amount to Landlord at 18% per year. Any overdue payment will bear interest from the applicable due date, without regard to any grace period, until the date such payment is received by Landlord. Payments of Late Charges and interest are in addition to, and not in lieu of, any other remedy Landlord may have.
- g. **Rent Proration.** If the Commencement Date is on a day other than the first day of the calendar month, then Rent for such month will be appropriately prorated based upon the number of calendar days in that month. If this Lease ends by expiration or earlier termination for any reason whatsoever on a day other than the last day of a calendar month, then Rent for such month shall be appropriately prorated based upon the number of calendar days in such month.
- h. **NNN Lease.** This Lease is what is commonly called a "Net, Net, Net" or "triple-net" Lease, which means that, except as otherwise expressly provided herein, Landlord shall receive all Base Rent free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises.
- i. **Security Deposit.** At the time of execution hereof, Tenant shall deposit with Landlord the sum of set forth in the Basic Lease Terms in cash ("Security Deposit"), as and for a security deposit for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. In the event that Tenant defaults with respect to any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, the payment of any rentals or other charges or items to be paid or provided for by Tenant, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any such rentals in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency may accrue before or after re-entry by Landlord. Tenant shall not be entitled to any interest on the Security Deposit. It is expressly understood and

agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default and shall not be considered to be held in trust by Landlord for the benefit of Tenant. Upon application of any part of the Security Deposit by Landlord as provided herein, Tenant shall pay to Landlord, within ten (10) days of written notice, the amount so applied in order to restore the Security Deposit to its original amount. Any application of the deposit by Landlord shall not be deemed to have cured Tenant's default by reason of which the application is made. In the event of a bona fide sale of the Building, Landlord shall have the right to transfer the Security Deposit to its vendee for the benefit of Tenant, and thereafter Landlord shall be released of all liability for the return of the Security Deposit and Tenant agrees to look to said vendee for the return of the Security Deposit. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within fifteen (15) days after the time fixed herein as the expiration of the Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

4. Use of the Premises.

- a. **Permitted Use.** Tenant shall use the Premises for a daycare and preschool, related to the conduct of Tenant's business and for no other purpose ("Permitted Use").
- b. **Compliance with Laws.** Tenant shall comply with all present and future laws, statutes, ordinances (including zoning ordinances and land use requirements), codes, rules, regulations, and orders of the United States of America and any other public or quasi-public authority having jurisdiction over the Premises concerning the use, occupancy, facilities in and condition of the Premises and all machinery, equipment, facilities, entrances thereto, exits therefrom and furnishings therein (including, without limitation, any requirements for structural changes).
- c. **Common Areas.** Tenant will at all times during the Term have a nonexclusive license to use the Common Areas, including the parking lot, drive aisles and sidewalks, located at the Building. Landlord has the sole and exclusive right to determine the nature and extent of the Common Areas situated at the Building, including the location or relocation of driveways, entrances, exits, automobile parking spaces, the direction of flow of traffic, installation of prohibited areas, landscaped areas, and any other facilities as Landlord may determine to make part of such Common Areas. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside of the Premises, nor shall Tenant use the sidewalks or other outside areas to display, store or place any merchandise. No sale of merchandise by tent sale, truck load sale or the like, shall be permitted in the parking lot or other Common Areas without written consent from Landlord.

5. **Environmental Law.** Tenant shall not use any portion or all of the Premises or Building for the use, generation, treatment, storage or disposal of "toxic substances," "contaminants," "pollutants," "hazardous materials," "hazardous waste," "hazardous substances" or "oil" (collectively, "Hazardous Materials"), as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.,

as amended, and any and all other Federal, State and local environmental statutes, codes and ordinances which regulate the use of hazardous and/or dangerous substances, and the regulations promulgated thereunder, without the express prior written consent of Landlord, and then only to the extent that the presence and/or discharge of the Hazardous Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approval by Landlord. Notwithstanding the foregoing, Tenant may use such Hazardous Materials as are used for ordinary office purposes in the ordinary course of Tenant's business, provided that such use is in accordance with all applicable statutes, laws, codes, ordinances, rules and regulations, any manufacturer's instructions, and conditioned upon Tenant's providing Landlord with all material safety data sheets applicable to those Hazardous Materials and to comply therewith. Tenant shall be solely responsible for removing all Hazardous Materials from the Building or surrounding property at Tenant's sole cost and expense, and Landlord shall have no liability or obligation with respect thereto. Notwithstanding the permitted use of certain Hazardous Materials, Tenant may not discharge any Hazardous Materials in any public sewer or any drain and/or drainpipe leading or connected thereto. Tenant shall promptly give written notice to Landlord of any communication received by Tenant from any governmental authority or other person or entity concerning any complaint, investigation or inquiry regarding any use, generation, treatment, storage or disposal (or alleged use, generation, treatment, storage or disposal) by Landlord or Tenant of any Hazardous Materials. Landlord shall have the right (but not the obligation) at Tenant's expense to conduct such investigations or tests (or both) as Landlord shall deem necessary with respect to any such complaint, investigation or inquiry, and Tenant, at its expense, shall take such action (or refrain from taking such action) as Landlord may request in connection with such investigations and tests by Landlord. This Section shall survive the termination of this Lease.

6. **Tenant's Insurance Obligation.** Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance in the amounts specified and in the form hereafter provided:

- a. **Commercial General Liability and Property Damage.** A policy of commercial general liability insurance, insuring Landlord and Tenant, against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or the condition of the Premises, with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury including death of any one person or any one accident and in respect to property damaged or destroyed. Tenant agrees to include in such policy contractual liability coverage insuring Tenant's indemnification obligations herein. Any such coverage shall be deemed primary and non-contributing to any liability coverage secured by Landlord.
- b. **Workers' Compensation Insurance.** Tenant shall carry and maintain Workers' Compensation and Employer's Liability Insurance (as required by state law).
- c. **Form of Policies.** All policies obtained and maintained shall be written in a form reasonably satisfactory to Landlord. Within ten (10) days after the execution of this Lease, Tenant shall deliver to Landlord copies of policies or certificates evidencing the existence of the amounts and forms of coverage satisfactory to Landlord.

- d. **Waiver of Subrogation.** Landlord and Tenant hereby waive all rights to recover against each other, against any other tenant or occupant of the Building, and against each other's officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors or of any other tenant or occupant of the Building, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.
- 7. **Landlord's Obligation.** Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount of not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and provide protection against any peril generally included within the classification of "fire and extended coverage." In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.
- 8. **Maintenance and Repair.**
 - a. **Landlord's Repair Obligations.** Landlord shall keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) foundation, floor and exterior walls of the Building; (2) Common Areas; and (3) the roof of the Building. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible. Landlord shall be responsible for the maintenance and repair of all HVAC and supplemental air conditioning units including HVAC balancing and routine inspections and cleaning, for HVAC equipment serving the Premises. The lawn shall remain in safe and working conditions along with sprinklers and landscape and must pass Health Inspection issued by state licensing requirements. Tenant is responsible to notify Landlord in a timely manner of any issues with respect to this Section. Repair and maintenance expenses incurred by Landlord with respect to this Section shall remain the responsibility of the Landlord.
 - b. **Tenant's Repair and Maintenance Obligations.** Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs limited to the Premises that are not Landlord's express responsibility under this Lease and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering; (2) interior partitions; (3) doors and windows; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant and located in the Premises; (6) mechanical, electrical and plumbing systems, including without limitation any hot water heaters, serving the Premises, located in the Premises and sole benefit; and (7) Alterations (hereinafter defined) performed by or on behalf of Tenant. All work shall be performed in accordance with the laws of the State of Idaho and all health, fire, police and other ordinances, regulations and directives of governmental agencies

having jurisdiction of such matters. If Tenant fails to make any repairs to the Premises for more than forty-five 45 days after written notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay, as Additional Rent, the reasonable cost of the repairs to Landlord together with an administrative charge in an amount equal to ten percent (10%) of the costs incurred by Landlord

- c. **Alterations.** Tenant may not: (a) make or cause to be made any alterations, additions, or improvements to the Premises (collectively, "Alterations") (b) install or cause to be installed any fixtures, signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings; or (c) make any other Alterations to the Premises without first obtaining Landlord's written approval; provided, however, that all structural Alterations shall only be made with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. All such work with respect to any Alterations shall be done lien free and in a good and workmanlike manner and diligently prosecuted to completion. Any such Alterations shall be performed and done strictly in accordance with all laws and ordinances relating thereto and in compliance with all matters of record. All Alterations Tenant makes or installs, but excluding Tenant's movable trade fixtures, furniture and equipment, will become the property of Landlord and a part of the Building upon the expiration of this Lease and, unless Landlord requires Tenant to remove the Alterations and repair any damage caused by such removal by notifying Tenant at the time Landlord consents to the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord.
9. **Signs.** Tenant may, at its sole expense install exterior signs, and all such signs shall conform with the Premises' theme, and be subject to Landlord's written approval to form and placement. After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant. All signs are subject to the approval of the City of Garden City and written approval of Landlord. No sign shall be installed unless allowed by law and properly constructed and permitted.
10. **Liens.** Tenant shall not, and is granted no power in this Lease to, cloud or encumber Landlord's title to the Premises. Tenant shall not allow the lien of any contractor, subcontractor, laborer, or materialman to be a lien upon the Premises or upon the interest of Tenant created by this Lease. If such a lien is filed, Tenant shall, within 10 days after Landlord delivers notice of the filing of the lien to Tenant, either (a) pay the amount of the lien and cause the lien to be released of record or (b) diligently contest such lien, in which case Tenant shall nonetheless cause the lien to be released of record by posting adequate security with a court of competent jurisdiction as provided by applicable law. If Tenant fails to timely take either such action, then Landlord may pay the lien, and Tenant shall pay to Landlord any amounts paid to release the lien by Landlord, including reasonable expenses incurred to pay the lien, within 10 days after Landlord invoices Tenant for such amounts.
11. **Surrender of Possession.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom-clean condition, ordinary wear and tear excepted,

and shall remove or cause to be removed at Tenant's expense from the Premises, within 15 days of such surrender, any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, signs, furniture, movable partitions and any other property that were placed by Tenant and not permanently attached to any part of the Premises (collectively, "Tenant's Property"). Tenant shall repair at Tenant's sole cost to Landlord's reasonable satisfaction, within 15 days of such surrender, any damage to the Premises caused by or in connection with the removal of Tenant's Property, including repairing the floor and patching and painting damaged or discolored walls. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on such delay.

12. **Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord against any demands, claims, causes of action, or judgments and all loss, expense, and damage of any and every sort and kind, including reasonable costs of investigations and reasonable attorneys' fees and other reasonable costs of defense, for injury to person or property occurring on the Premises or arising out of Tenant's occupancy of the Premises, and any use of Hazardous Materials to the Premises unless and to the extent caused by Landlord's gross negligence or intentional misconduct. Tenant, upon notice from Landlord, shall defend the same, at Tenant's expense, by counsel reasonably satisfactory to Landlord.
13. **Default.** The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant (each an "Event of Default"):
 - a. Failure by Tenant to make any payment of Rent where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.
 - b. Failure to occupy the Premises or, once occupied, Tenant's abandonment of the Building or the Premises
 - c. The failure by Tenant to observe or perform any of the express covenants or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant. If the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion.
 - d. The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant in connection with (a) Tenant's negotiation or execution of this Lease; (b) Landlord's evaluation of Tenant as a prospective tenant at the Property; (c) any proposed or attempted transfer of all or part of Tenant's interest in this Lease or change in ownership or control of Tenant; or (d) any consent or approval Tenant requests under this Lease.
 - e. Any of the following: (i) the making by Tenant of any general assignment for the benefit of creditors; (ii) the filing against Tenant of a petition under Section 303 of the Bankruptcy Code (unless the same is dismissed within thirty (30) days); (iii) the

appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

14. **Prohibited Uses.** Landlord shall not lease or otherwise allow the use of any other suite in the Property for the following: Shooting Range, Bars, nightclubs, retail alcohol or tobacco sales, or adult book/novelty store.
15. **Remedies.** Upon the occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy, may exercise any one or more of the following remedies:
 - a. **Termination of right to possess.** Landlord may terminate Tenant's right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant's obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant's right to possess the Premises) and Tenant continues to be obligated for and must pay all Rent as and when due under this Lease. If Landlord terminates Tenant's right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to but may relet all or any part of the Premises to a third party or parties for Tenant's account. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises.
 - b. **Pay Rent.** Tenant will continue to pay Rent when due under this Lease.
 - c. **Reletting.** At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than Base Rent due hereunder; second, to the payment of any costs and expenses of such reletting and including, but not limited to, attorney's fees, advertising fees and brokerage fees and to the payment of any repairs, renovations, redecorating, remodeling, alterations and changes in the Premises; third, to the payment of Base Rent due and to become due hereunder, and, if after so applying said Rents there is any deficiency in the Base Rent to be paid by Tenant under this Lease, Tenant shall pay any deficiency to Landlord monthly on the dates specified herein. Any payment made or suits brought to collect the amount of the deficiency for any month shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month.

The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability hereunder nor shall Landlord be liable for failure to

relet or, in the event of reletting, for failure to collect the Base Rent thereof, and in no event shall Tenant be entitled to receive any excess of net Base Rents collected over sums payable by Tenant to Landlord hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default.

- d. **Terminate the Lease.** Landlord may terminate this Lease. If this Lease is terminated by Landlord, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the present value of the Rent for the remaining portion of the Term (had the Term not been terminated prior to the date of expiration stated in the Base Lease Terms) plus the unamortized balance of any Rent abatements, brokers' fees and commissions, attorneys' fees and costs, and other costs incurred by Landlord to improve the Premises, discounted at a per annum rate equal to the discounted rate of the Federal Reserve Bank of San Francisco plus one percentage point. It is agreed by the parties that the actual damages which might be sustained by Landlord by reason of Tenant's default hereunder are uncertain and difficult to ascertain, and that the foregoing measure of damages is fair and reasonable
- e. **Self Help.** Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this Lease. Tenant will pay to Landlord all sums Landlord pays and obligations Landlord incurs on Tenant's behalf under this Section.
- f. **Other Remedies.** Any other right or remedy available to Landlord under this Lease, at law or in equity.

16. **Costs.** Tenant will reimburse and compensate Landlord on demand for any actual loss Landlord incurs in connection with, resulting from or related to an Event of Default, regardless whether suit is commenced or judgment is entered including, but not limited to all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease.
17. **Waiver and Release by Tenant.** Tenant waives and releases all claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent allowable under the Laws, Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord from and against any and all claims occasioned by Landlord's lawful re-entry of the Premises and disposition of Tenant's property. No such reentry is to be considered or construed as a forcible entry by Landlord.
18. **Rights and Remedies.** All rights, options and remedies of Landlord contained in this Lease or provided by law or in equity shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. No waiver of any default hereunder shall be implied from any acceptance by Landlord of any Rent or other charges due hereunder, or any omission by Landlord to take any action on account of such default, and no express waiver

shall affect any default other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

19. Casualty. If the Premises is totally destroyed or damaged by fire or other casualty to the extent that the Premises cannot be used in the manner that they were being used, then at the written election of the Tenant delivered to Landlord within thirty (30) days after the occurrence of the casualty, this Lease shall terminate and the Rent shall be paid to the time of such casualty. In the event the Premises is totally or partially damaged or destroyed or rendered partially unfit for occupancy due to fire or other casualty and Tenant does not elect to terminate, then Tenant shall give immediate notice to Landlord. Landlord shall repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty, within a reasonable time after the fire or other casualty. Such repairs shall be made at Landlord's expense, including any expense in excess of insurance recovery. During this time, Landlord shall allow Tenant a proportional abatement of all Rent due and payable under this Lease to reflect that portion of the Premises which was damaged or destroyed, during the time the Premises are totally or partially unfit for occupancy.

20. Condemnation.

- a. **Complete Taking.** If the whole of the Property, the Building or the Premises, or more than fifty percent (50%) of the Building or Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose so that a reasonable amount of reconstruction will not result in the Premises (or that portion of the Premises which remains) being reasonably suitable for Tenant's continued occupancy, in Landlord's reasonable discretion, this Lease and Tenant's rights hereunder shall terminate as of the date that possession of the Property, the Building, or the Premises is so taken (the "Date of the Taking"), and the Rent and other sums payable hereunder shall be prorated and adjusted as of the Date of the Taking.
- b. **Partial Taking.** If less than fifty percent (50%) of the Building or Premises shall be so taken and the remaining part thereof after reconstruction is reasonably suited for Tenant's continued occupancy, this Lease shall be unaffected by such taking, except that Landlord may, at its option, terminate this Lease by giving Tenant notice within sixty (60) days after the Date of the Taking. In such event, this Lease shall terminate on the date that such notice from the Landlord to Tenant shall be given, and the Base Rent and other sums payable hereunder shall be prorated and adjusted as of such termination date. Upon a partial taking after which this Lease continues in force as to any part of the Premises, the Rent and other sums payable hereunder shall be adjusted according.
- c. **Award.** Landlord shall be entitled to receive such portion of said award or awards or proceeds as shall represent compensation for the value of the Center, or any part thereof so taken and Tenant shall be entitled to receive such portion of said award or awards or proceeds for the value of its tenancy interest, if any and any amount for

removal or relocation costs or damages to Tenant's business, personal property or any special damages of Tenant.

21. **Parking.** Tenant, its agents, employees, business invitees and patrons shall at all times during the Term of this Lease, have the non-exclusive right of ingress and egress over and across the parking areas on the Property.
22. **Change in Law.** If at any time during the Term of this Lease, any applicable law, regulation, or ordinance is adopted or revised making it no longer economically feasible to continue to conduct its business in the Premises as it was immediately prior to said change of law, Tenant shall have the option to terminate this Lease upon one hundred twenty (120) days' notice to Landlord.
23. **Assignment.** Except to a wholly owned subsidiary of Tenant, Tenant may not assign this Lease or sublet the Premises or any interest therein without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld.
24. **Creditors/Estopel Certificates.**
 - a. **Subordination.** This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Building, is subject and subordinate to the lien of any mortgage, deed of trust, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancings thereof, and each advance (including future advances) made under any such instrument (collectively, "Mortgage"). Tenant, on Landlord's demand, will execute and deliver to Landlord or to any other person Landlord designates, within ten (10) business days, any commercially reasonable instruments, releases or other documents reasonably required to confirm the self-effectuating subordination of this Lease as provided in this Section to the lien of any Mortgage. The lien of any existing or future Mortgage will not cover Tenant's moveable trade fixtures or other personal property of Tenant located in or on the Premises.
 - b. **Attornment.** If any ground lessor, holder of any Mortgage at a foreclosure sale or any other transferee acquires Landlord's interest in this Lease, the Premises or the Building, Tenant will attorn to the transferee or successor to Landlord's interest in this Lease, the Premises or the Building (as the case may be) and recognize such transferee or successor as landlord under this Lease. Tenant waives the protection of any statute or rule of law that gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.
 - c. **Estopel Certificates.** Landlord and Tenant agree that at any time upon not less than ten (10) days prior notice to the other, Landlord or Tenant will execute and acknowledge and deliver to the other a statement in writing certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modifications, (b) the date to which Rent and other charges have been paid and (c) that so far as the certifier knows, there is no default under the provisions of this

Lease. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's or Tenant's interest, as the case may be, in this Lease or any prospective mortgagee or assignee of any mortgage upon such interest.

- d. **Quiet Enjoyment.** In addition to any covenant implied by law, Landlord hereby covenants and agrees that, subject to Tenant's payment of the sums due hereunder in accordance with the terms hereof, and Tenant's compliance with all of the other terms, provisions and covenants herein, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises against any and all interference by the affirmative acts of Landlord, third parties controlled by Landlord, or its agents or employees acting within the course and scope of their agency or employment, and against any party claiming superior title to all or any part of the Premises by, through or under Landlord, but not otherwise. Landlord shall not be responsible to prevent interference with Tenant's possession by governmental authorities or third parties not controlled by Landlord, including, without limitation, any interference caused by public works projects in adjacent rights-of way.

25. Initial Improvements.

- a. **Landlord Construction Obligation.** Landlord has no construction obligations under this agreement.
- b. **Tenant Improvements.** Upon Landlord's review and approval of all plans and specifications, Tenant will construct, at Tenant's sole cost and expense with no cost to Landlord, a gate and access point for secured parking behind the Premises and a fence around the "Play Area" as depicted in Exhibit "B". Any other improvements to the Premises shall be the responsibility of Tenant, whether required or voluntary, such improvements shall be at no cost to Landlord and subject to review of any and all plans and specifications along with prior written approval of Landlord in Landlord's sole and absolute discretion, (collectively, the "Tenant Improvements"). Tenant warrants that all Tenant Improvements constructed to the Premises will comply with all applicable regulations, codes, and ordinances, including those of the City of Garden City, County of Ada and the State of Idaho. Tenant shall be responsible for obtaining any and building permits, temporary and permanent certificates of occupancy and other governmental approvals required to construct the Tenant Improvements and the permit allowing the occupancy of the Premises.
- c. **Tenant FF&E.** Tenant is required to pay for all fixtures, furnishing and equipment required by Tenant in connection with Tenant's business. Landlord shall not be required to pay for any fixtures, furnishing and equipment required by Tenant in connection with Tenant's business and operations.

26. Liability of Landlord.

- a. **No Liability of Landlord.** Landlord is not liable to Tenant, its employees, agents, invitees, licensees, customers, clients, family members, or guests for any damage, injury (including death), loss, compensation or claim, including claims for the interruption or loss of Tenant's business, based on, arising out of, or resulting from

any cause whatsoever, including the following: repairs to any portion of the Premises or the Building; the negligence of Landlord or any of its servants, agents, contractors, or employees; interruption in the use of the Premises; any accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons) of elevators, or of the heating, air-conditioning, electrical, or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction of the Premises; any fire, explosion, falling plaster, steam, gas, robbery, theft, mysterious disappearance, or any other casualty; the actions of any other tenants of the Building or of any other person or persons; any failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder; any leakage in any part or portion of the Premises or the Building, or from water, rain, or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes, appliances, or plumbing work in the Property or from the roof, street or subsurface, or resulting from dampness or from any other cause of whatsoever nature. The occurrence of any of the foregoing items described in this Section is not an eviction, actual or constructive, of Tenant from the Premises and will not entitle Tenant to terminate this Lease or to an abatement, set-off, counterclaim against, or reduction of, any Rent payable hereunder. Any goods, property, or personal effects stored or placed by Tenant or its employees in or about the Premises or the Building are stored or place at Tenant's sole risk, and Landlord shall not in any manner be held responsible therefor. It is understood that the employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building for Tenant, and if any such employee receives any such package or articles, such employee will be acting as the agent of Tenant for such purposes and not as the employee or agent of Landlord. Notwithstanding the foregoing provisions of this Section 25, Landlord will not be released from liability to Tenant for any damage or injury caused by the gross negligence or willful misconduct of Landlord or its employees. In no event shall Tenant make any claim. In no event shall Tenant make any claim against Landlord for consequential, indirect, or punitive damages.

- b. **Extent of Landlord's Liability.** Tenant shall look solely to Landlord's estate and interest in the Building for the satisfaction of any right or remedy of Tenant for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord. No other property or assets of Landlord, Landlord's agents, incorporators, shareholders, officers, directors, partners, members, managers, principals (disclosed or undisclosed), or affiliates are subject to levy, lien, execution, attachment, or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, or Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant.
- 27. Rights Reserved to Landlord, Landlord's Entry.** Landlord and its authorized representatives may at all reasonable times upon reasonable prior notice to Tenant enter the Premises to: (a) inspect the Premises; (b) show the Premises to prospective purchasers and mortgagees; (c) show the Premises to prospective tenants (but only during the last 6 months of the Term or at any time following an Event of Default); (d) post notices of non-responsibility or other protective notices available under the Laws; or (e) exercise and perform Landlord's rights

and obligations under this Lease. Landlord, in the event of any emergency, may enter the Premises without notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Tenant will also permit Landlord (or its designees) to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires or other items, in, to and through the Premises if Landlord determines that such activities are necessary or appropriate for properly operating and maintaining the Building.

28. General Provisions.

- a. Time. Time is of the essence in this Lease.
- b. Governing Law and Jurisdiction. This Lease shall be governed by and construed under the laws of the State of Idaho.
- c. Entire Agreement. This Lease sets forth the parties' entire agreement and understanding relating to the subject matter in this Lease and merges all prior discussions between them. No modification of or amendment to this Lease, nor any waiver of any rights under this Lease, are effective unless in writing signed by the party to be charged.
- d. Severability of Terms. If any of the provisions of this Lease or the application of any of the provisions of this Lease to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is involved or enforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- e. No Waiver. The failure of either party to insist upon a strict performance of any terms, conditions, and covenants in this Lease shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants in this Lease.
- f. Force Majeure. Except as otherwise provided in this Lease, non-performance of either party (excluding the payment of money) will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the control and not caused by the negligence or intentional misconduct of the non-performing party.
- g. Compliance with Americans with Disabilities Act. Tenant shall be responsible at its own cost for complying with the provisions of the Americans with Disabilities Act (b) or any similar Federal or State, county, municipal or other governing jurisdiction's statute, law, ordinance or code, as they may be amended from time to time, and the rules and regulations which may be adopted thereunder from time to time, as the same may be applicable to the Premises. Landlord's approval of any improvements to the Premises or other act by Tenant shall not be deemed to be a representation

by Landlord that said Alteration or act complies with applicable law, and Tenant shall remain solely responsible for said compliance.

- h. Legal Expenses. Unless otherwise provided in this Lease, the prevailing party in any legal action brought by one party against the other and related to this Lease shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its reasonable expenses, including court costs and reasonable attorney fees.
- i. Heirs, Successors and Assigns. This Lease shall be binding upon the heirs, successors, and assigns of the parties.
- j. No Recording. Neither this Lease nor any short form or memorandum of this Lease shall be recorded without Landlord's express written consent, which consent may be granted or withheld in Landlord's sole discretion.
- k. Confidentiality. The existence and terms of the Lease shall be strictly confidential, and shall not be disclosed to third parties without the prior written consent of all other parties hereto. This shall not apply to disclosure to third parties as required by law, for the purpose of financial or tax reporting, to shareholders, to agents and employees of the parties, or to surveyors or title companies.

[Signature Page to Follow]

TENANT:



By: Kids Kampus 4 LLC

Name: Stephen Pendl

Title: Owner

Date: 12/20/2023

LANDLORD:



By: 8707 W Stark LLC

Name: Isaac Wahrer

Title: Manager

Date: 12/20/23

Exhibit A
Legal Description of Property

Parcel: R8123251931

Parcel Status: Active in 2021

Primary Owner:

8707 W STATE LLC

Zone Code: C-2

Total Acres: 2.121

Tax Code Area: 06-17

Instrument Number:

2021102217

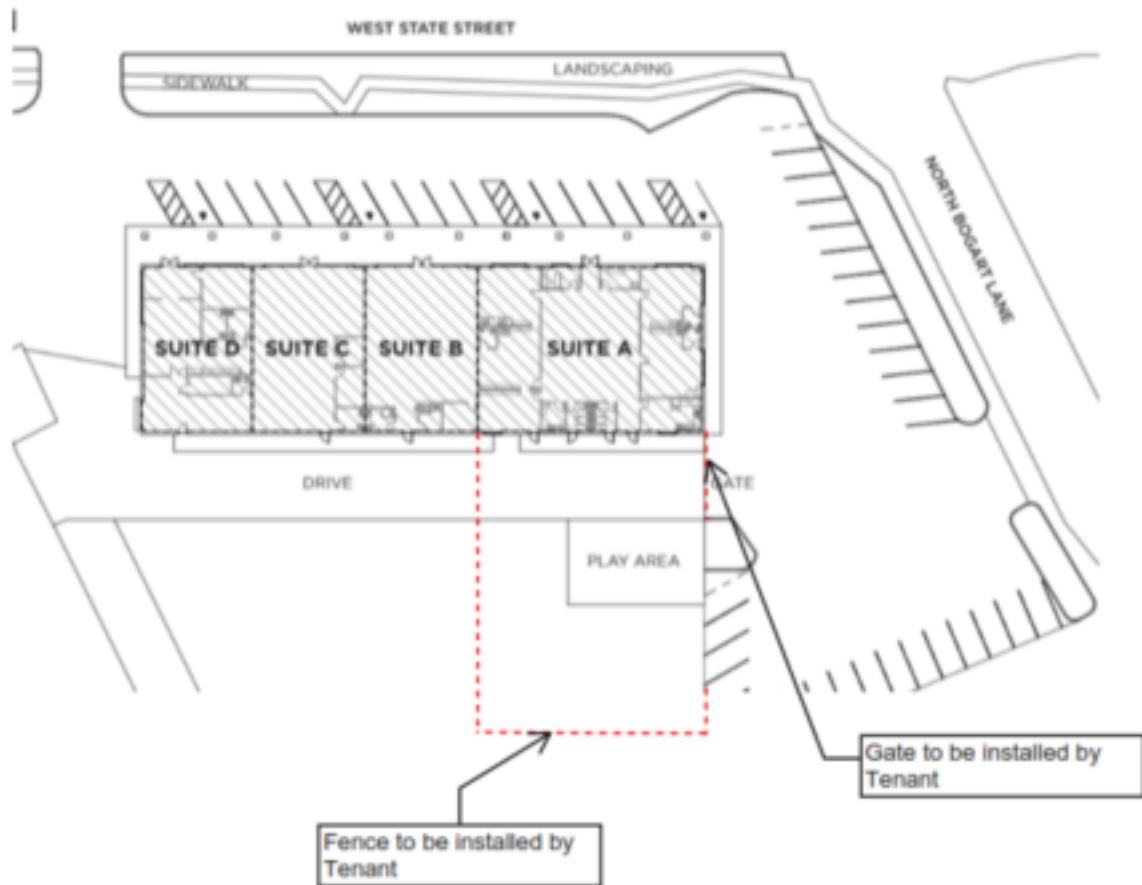
Tax Parcel Location:

PAR #1930 N'LY POR OF LOT 12

STEINS SUB

#1930-B

Exhibit B
Depiction of Premises



FIRST AMENDMENT
TO
COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement ("First Amendment"), dated effective as of November 1, 2024 ("Effective Date"), is entered into by and between 8707 W State LLC, an Idaho limited liability company its successors and or assigns ("Landlord"), and Strive Academy LLC, an Idaho limited liability company, formerly organized as Kids Kampus 4 LLC, an Idaho limited liability company ("Tenant"). Landlord and Tenant agree as follows:

1. Landlord and Tenant previously entered into that certain Commercial Lease Agreement, dated December 1, 2023 (the "Agreement") concerning the lease of real property owned by Landlord.

2. Landlord and Tenant desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

3. Recitals and Use of Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this First Amendment have the meaning ascribed to them in the Agreement.

4. Premises. Section 1(c) of the Agreement is hereby deleted and replaced in its entirety as follows:

Premises: A portion of the Building, commonly known as Suites A and D, as depicted on Exhibit B of the Agreement, consisting of approximately 4,613 square feet in Suite A, approximately 2,254 square feet in Suite D, and approximately 6,750 square feet of yard space located in the rear of the property ("Premises").

5. Tenant's Pro Rata Share. Section 1(h) of the Agreement is hereby deleted and replaced in its entirety as follows:

Tenant's Pro Rata Share: 60%

6. Base Rent for Suite D. In addition to the base rent for Suite A that is listed in Section 1(f) of the Agreement, the Base Rent for Suite D is:

Months	Annual Base Rent Rate per Rentable Sq. Ft.	Annual Base Rent	Monthly Installments
12-13	\$0.00	\$0.00	\$0.00
14	\$8.00	\$18,032.00	\$1,502.67
15-23	\$16.00	\$36,164.00	\$3,013.67
24-36	\$16.48	\$37,145.92	\$3,095.49

7. Initial Improvements for Suite D.

- 7.1. Landlord Construction Obligation. Prior to the effective date, Landlord will remove the existing wallpaper, patch holes in the walls, and paint the walls. Landlord will not be responsible for purchasing the paint.
- 7.2. Tenant Improvements. Any other improvements to the Premises shall be the responsibility of Tenant, whether required or voluntary, such improvements shall be at no cost to Landlord and subject to review of any and all plans and specifications along with prior written approval of Landlord in Landlord's sole and absolute discretion, (collectively, the "Tenant Improvements"). Tenant warrants that all Tenant Improvements constructed to the Premises will comply with all applicable regulations, codes, and ordinances, including those of the City of Garden City, County of Ada and the State of Idaho. Tenant shall be responsible for obtaining any and building permits, temporary and permanent certificates of occupancy and other governmental approvals required to construct the Tenant Improvements and the permit allowing the occupancy of the Premises.
- 7.3. Tenant FF&E. Tenant is required to pay for all fixtures, furnishing and equipment required by Tenant in connection with Tenant's business. Landlord shall not be required to pay for any fixtures, furnishing and equipment required by Tenant in connection with Tenant's business and operations.

8. Miscellaneous. The Agreement is in full force and effect, is enforceable in accordance with its terms, and neither Party has any knowledge of any default of the Agreement. The Agreement is unmodified except as amended by this First Amendment, and this First Amendment shall prevail in the event of a conflict with the terms of the Agreement. This First Amendment may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax or other form of electronic delivery.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by the duly authorized officer of each party as of the Effective Date.

Landlord:

8707 W State LLC,
an Idaho limited liability company

By: 
Name: Isaac Waitman
Title: Manager

Tenant:

STRIVE ACADEMY LLC
an Idaho limited liability company

By: 
Name: Stephen Pendl
Title: Owner

Subject: 8707 W STATE ST / Kids Kampus Daycare Impact Fees
Date: Tuesday, July 11, 2023 at 8:31:11 AM Mountain Daylight Time
From: ImpactFees
To: 'Garden City (building@gardencityidaho.org)'
CC: 'Elena Demartis', 'Stephen Pendl'
Attachments: image004.png

Approved, NO ACHD impact fees due, NO ACHD inspection required.

Cynthia Rasavage
Development Services Technician

Ada County Highway District (ACHD)
1301 N Orchard Street, Suite 200 Boise, Idaho 83706
Phone: (208)387-6338
Email: impactfees@achdidaho.org
www.achdidaho.org
Connect with us on social! @achdidaho



Strive Academy
8707 W State St Suite A
Boise, ID 83714

Request for Waivers of Submittal Items for Suite D CUP Application

Neighborhood Map

We simply don't have resources to create this map. Additionally, this use is not new to the property, as daycare has always existed in Suite A since 2001 and the daycare also was approved to use Suite D from 2011-2020, roughly.

Irrigation / Ditch Company Authorization Letter

This is not applicable to this site or this request/application.

Fire Flow & Ability To Serve

These documents would have been a part of original construction documents, and ability to serve would have been determined then. Additionally, when the CUP was approved for this exact same type of submission in 2011, a fire flow and ability to serve may have been issued then as well.

Also of note, a new fire station is currently being constructed directly across the street.

Site Photos, Landscape Plan, Structural Documentation

The site will have no changes as part of this submittal. There will be no renovations or new construction, either. We are only requesting that daycare use be allowed in Suite D as it was previously and always has been in Suite A.



STATE OF IDAHO

Phil McGrane | Secretary of State
Business Office
450 North 4th Street
PO Box 83720
Boise, ID 83720

Strive Academy LLC
STE A
8707 W STATE ST
BOISE, ID 83714-3925

December 22, 2023

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

File # : 5272355

Filing Name: Strive Academy LLC

Filing Type: Limited Liability Company (D)

Status: Active-Existing

Amendment Type: Amendment to Certificate

Image # : B0866-7586

Filed Date: 12/21/2023 2:09 PM

This will acknowledge the filing of the attached Amendment with a filed date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the file number given above.

Phil McGrane

Idaho Secretary of State

Processed By: Business Division

Field Name	Changed From	Changed To
Filing Name	Kids Kampus 4 LLC	Strive Academy LLC
Mail Address 1	8707 W STATE ST # A # D	8707 W STATE ST
Principal Address 2	#A & #D	STE A
Mail Address 2		STE A

City of Garden City

6015 Glenwood Street
Garden City, ID 83714
(208) 472-2921 Fax (208) 472-2996
building@gardencityidaho.org

Certificate of Compliance



Permit Number: BUSFY2023-0037 for 8707 W. State St, Unit A, Issued 7/25/2023

Applicant: Stephen Pendl & Elena Demartis

Business Name: Kids Kampus 4 LLC – Rebranded to Strive Acacemy 12/22/23

Property Owner: 8707 W State LLC

Description of work: Day Care Center

Zoning: C-2

Zoning Use: Day Care Facility: The use of a site where nonmedical care, protection or supervision is regularly provided to children under 12 years of age, or disabled persons of any age, for periods less than 24 hours a day, while parents or guardians are not on the premises.

Required Zoning Permits Approved: CUPFY2017-11, BLDFY2017-0204

Area: 4,613 SF

Type of Construction: VB

Building Use and Occupancy: E

Design Occupant Load: 137

Automatic Sprinkler Required: No Provided: No

Current Building Official: Jenah Thornborrow, City of Garden City

Stipulations, Conditions, Other:



Development Services

This project is found by applicable reviewers to be in substantial compliance with the current adopted versions of Garden City Codes.

*A Certificate of Compliance as an alternate to a Certificate of Occupancy for a previously occupied space, when no work or only cosmetic minor work has been done prior to occupancy. A Certificate of Compliance is issued for a scope of work permit reviewing basic life safety and use regulations that is utilized in place of a Certificate of Occupancy. An issuance of a Certificate of Compliance does not ensure that the structure has been reviewed to ensure compliance with all current adopted code requirements. Issuance of a Certificate of Compliance or Certificate of Occupancy shall not be construed as an approval of a violation of any regulation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

This Card Must Be Posted in a Conspicuous Place

Subject: RE: Kids Kampus Daycare Business License
Date: Tuesday, July 11, 2023 at 11:01:10 AM Mountain Daylight Time
From: Lindsey Cooper
To: srpendl@gmail.com
CC: demartiselen@outlook.com
Attachments: image001.jpg, image004.png, image006.png, image007.png, image008.png, image011.png, image012.gif, image013.png, image014.png, image015.gif

Good morning,

In Garden City we would not require you to have a business license for this type of business. However, I believe you would want to make sure you are good to go with the State if you haven't already. I'm not familiar with their rules. If you have any other business license related questions or need more clarification on this subject please don't hesitate to ask. Thank you!



[Lindsey Cooper](#)

Customer Service/Utilities
Treasury, City of Garden City
p: (208) 472-2909
f: (208) 472-2996
a: 6015 Glenwood Street, Garden City, Idaho 83714
w: gardencityidaho.org e: ubilling@gardencityidaho.org



From: Customer Service <customerservice@GARDENCITYIDAHO.ORG>

Sent: Tuesday, July 11, 2023 8:47 AM

To: Lindsey Cooper <lcooper@GARDENCITYIDAHO.ORG>

Subject: FW: Kids Kampus Daycare Business License



[Heidi Hugg](#)

Accounting Specialist
Treasury, City of Garden City
p: 208-472-2906
f: 208-472-2996
a: 6015 Glenwood Street, Garden City, ID 83714
w: gardencityidaho.org e: hhugg@gardencityidaho.org



From: Stephen Pendl <srpendl@gmail.com>

Sent: Monday, July 10, 2023 10:44 PM

To: Customer Service <customerservice@GARDENCITYIDAHO.ORG>

Cc: Elena Demartis <demartiselen@outlook.com>

Subject: Kids Kampus Daycare Business License

Hello,

While getting a letter of compliance from Garden City, it's come up that we may need a business license from this department as well. We just purchased Kids Kampus daycare at 8707 w State St Suite A. Previous owner was Kids Kampus Learning Center 3 LLC, our new ownership name is Kids Kampus 4 LLC. It was an Asset Sale & Purchase Agreement, no changes are being made to the business that has existed here since 2002. Do we need to obtain a business license?

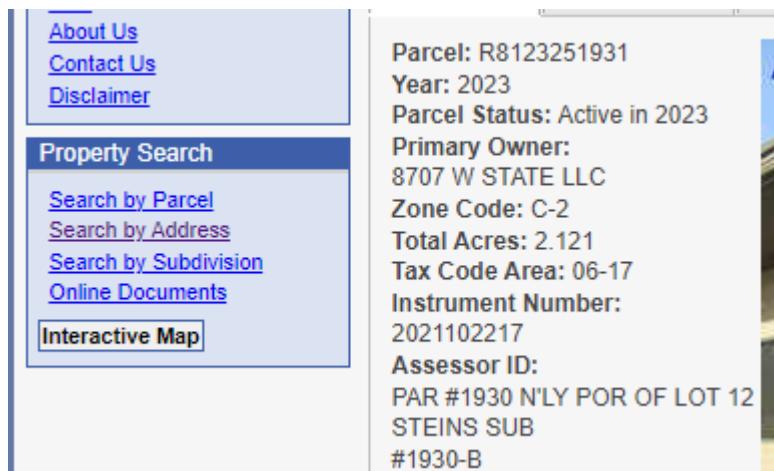
Thanks,

Stephen Pendl
srpendl@gmail.com
208.918.9719

From: building <building@GARDENCITYIDAHO.ORG>
Date: Monday, July 10, 2023 at 2:24 PM
To: Stephen Pendl <srpendl@gmail.com>
Cc: Betty Gumm <bgumm@GARDENCITYIDAHO.ORG>
Subject: RE: Kids Kampus Daycare

Hello Stephen,

As the new owner you'll need to fill out a [Business Compliance](#) application for "existing business-name or ownership change". The only supporting documents I need are the Affidavit of Legal Interest and documentation showing the ownership change. The affidavit needs to be signed and notarized by the *property owner*, not your landlord, unless they are the same. The Ada County Assessors office shows the landowner as 8707 W. State LLC.



The screenshot shows a property search results page. On the left, there's a sidebar with links for 'About Us', 'Contact Us', and 'Disclaimer'. Below that is a 'Property Search' section with links for 'Search by Parcel', 'Search by Address', 'Search by Subdivision', 'Online Documents', and 'Interactive Map'. The main content area displays the following property information for Parcel R8123251931:

Parcel:	R8123251931
Year:	2023
Parcel Status:	Active in 2023
Primary Owner:	8707 W STATE LLC
Zone Code:	C-2
Total Acres:	2.121
Tax Code Area:	06-17
Instrument Number:	2021102217
Assessor ID:	PAR #1930 N'LY POR OF LOT 12 STEINS SUB #1930-B

I could not find an address for them in the secretary of state website, but the assessor's office is showing this

8707 W STATE LLC
PO BOX 2414
EAGLE ID 83616-9117

is where they send their bill to:

Don't know if you have someone you can reach out to for the owner's name? Once we have the required documents, I can process the application. It is a \$15 "name change" and we can issue you the C of C. Let me know if you have any questions.

Thank you,



Claudine Whitfield

Development Services, **City of Garden City**

p: 208-472-2921

f: 208-472-2926

a: 6015 Glenwood Street, Garden City, ID 83714

w: www.gardencityidaho.org e: building@gardencityidaho.org

Window Hours: Mon-Tue, Thu-Fri – 9a.m. - 12p.m. and 1p.m. - 3:30p.m.

Wed – 9a.m. – 12p.m.



From: Stephen Pendl <srpendl@gmail.com>

Sent: Monday, July 10, 2023 9:50 AM

To: Lisa Leiby <lleiby@GARDENCITYIDAHO.ORG>

Cc: building <building@GARDENCITYIDAHO.ORG>; Betty Gumm <bgumm@GARDENCITYIDAHO.ORG>

Subject: Re: Kids Kampus Daycare

Thank you Lisa!

Have a great week,

Stephen Pendl
srpendl@gmail.com
208.918.9719

From: Lisa Leiby <lleiby@GARDENCITYIDAHO.ORG>

Date: Saturday, July 8, 2023 at 7:35 AM

To: Stephen Pendl <srpendl@gmail.com>

Cc: building <building@GARDENCITYIDAHO.ORG>, Betty Gumm <bgumm@GARDENCITYIDAHO.ORG>

Subject: RE: Kids Kampus Daycare

I have forwarded your message to our building department. They will answer your questions regarding business compliance and be able to provide you documentation.

Thanks,



Lisa Leiby

City Treasurer/Clerk

City of Garden City

p: 208-472-2907

f: 208-472-2998

a: 6015 N. Glenwood St., Garden City, ID 83714

w: www.gardencityidaho.org e: lleiby@gardencityidaho.org



From: Stephen Pendl <srpendl@gmail.com>
Sent: Friday, July 7, 2023 4:07 PM
To: Lisa Leiby <lleiby@GARDENCITYIDAHO.ORG>
Subject: Kids Kampus Daycare

Hi Lisa,

I am the new owner of Kids Kampus in garden city. The new LLC owning the business is called Kids Kampus 4 LLC. For our state licensing application, I'm required to provide letter of compliance from Garden City. I am hoping you can help point me in the right direction to obtain this. Here is a little more infro I received from IdahoSTARS:

- There is currently a business license issued by the city to Kids Kampus Learning Center 3 LLC. It was issued in 2011. You will want to check with the city on what you will need to have on file to meet their requirements. Current local compliance verification will be required every 2 years, for state license renewal. For established businesses, this is usually a letter from the city stating the business continues to meet city requirements.

Thank you,

Stephen Pendl
srpendl@gmail.com
208.918.9719

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

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BEFORE THE PLANNING AND ZONING COMMISSION
GARDEN CITY, ADA COUNTY, IDAHO

In the Matter of:)	CUPFY2017-11
)	
Daycare Facility Conditional Use Permit)	FINDINGS OF FACT,
8707 W. State St.)	CONCLUSIONS OF LAW;
Garden City, Ada County, Idaho)	AND DECISION
)	

THIS MATTER, came before the Garden City Planning And Zoning Commission for consideration on June 21, 2017. The Planning and Zoning Commission reviewed the application and materials submitted. Based on the evidence presented, pursuant to Garden City Code Table 8-6A-1, the Planning and Zoning Commission makes the following Findings of Fact, Conclusions of Law and Decision:

FINDINGS OF FACT

1. The applicant is Shawn L. Nickel for Dustin and Brandi Moore
2. The property owner of record is Little Salmon River Investments, LLC
3. The application is for a Daycare Facility, Daycare Center
4. The location of the project is 8707 W. State St., Ste. D, Ada County Parcel R8123251931; PAR #1930 N'LY POR OF Lot 12 Steins Sub
5. The subject property is 2.121 acres
6. The project is located in the Garden City C-2 Zoning District Zoning District.
7. The project is located in the Residential Low Density Comprehensive Plan Land Use Designation land use designation of the Comprehensive Plan.
8. Existing Use: Retail
9. Current access to the site is from both State Street and Bogart Ln.
10. There are no sidewalks along State St. and a partial sidewalk on Bogart
11. The following sections of the Garden City Municipal Code apply to this proposal:

Standards	Compliant	Conclusions
GCC 8-7A Definitions of Uses	Yes	The definitions of uses that apply to this application are: Daycare Facility
GCC 8-2B-2 Allowed Uses	Yes	A Daycare Facility requires a conditional use permit in the C-2 Zoning District.
8-2B-1 Purpose	Yes	
GCC 8-1B-1 Nonconforming Property	Yes	Provided that all conditions of approval are met, the property will not be nonconforming.
GCC 8-2C-11 Daycare Facility	Yes	This approval includes conditions to assure that the use is compliant with the specific requirements as identified for a daycare facility.
GCC Title 8 Chapter 4 Design and Development Regulations	Yes	Provided that all conditions of approval are met, the property will be in compliance with provisions as applicable to this request.

GCC 8-6B-2 Conditional Use	Yes	<ol style="list-style-type: none"> 1. The use is appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the C-2 zoning district; 2. The use will be supported by adequate public facilities or services to the surrounding area, or conditions can be established to mitigate adverse impacts; 3. The use will not unreasonably diminish either the health, safety or welfare of the community; and 4. The use is not in conflict with the comprehensive plan or other adopted plans, policies, or ordinances of the city.
-----------------------------------	-----	--

12. Other studies, plans or approvals reviewed include:

Garden City Comprehensive Plan	Yes	<p>A daycare facility is not contradictory to either the Residential Low Density, and Green Boulevard Corridor land use designation. The expansion of the use is consistent with the Garden City Comprehensive Plan Objectives:</p> <p><i>11.5 Objective: Support a positive business environment</i></p> <p><i>11.5.4 Market the City to smaller businesses and support a positive business environment.</i></p>
Garden City Planning And Zoning Commission Sidewalk Policy	Yes	Compliant as conditioned
Conditional Use Permit: 99-09-20	NA	Compliant as conditioned
Comments from Other Departments and Agencies	Yes	This approval includes a condition requiring compliance and approval from applicable agencies.

13. A copy of the application and plans was transmitted to interested and affected public agencies and written comments were received from:

- a. Garden City Engineer
- b. Garden City Sewer
- c. Central District Health Department
- d. Department of Environmental Quality
- e. North Ada County Fire and Rescue

14. The record contains:
 - a. Application Materials
 - b. Letter of Application Acceptance
 - c. Agency Review Transmittal
 - d. Radius Notice
 - e. Legal Advertisement in Idaho Statesman
 - f. Affidavit of property posting
 - g. Agency Comments
 - h. Staff report, and referenced materials
 - i. Public Comments
 - j. Planning and Zoning Commission Hearing Sign Up Sheet
 - k. Signed Findings of Fact, Conclusions of Law, and Decision
2. The application was received May 9, 2017. Notification of application acceptance and completion was sent to the applicant within 30 days of receipt of the application. The Commission Public Hearing was held within sixty (60) days of receipt of an application certified as complete.
3. On May 11, 2017 a letter of acceptance with hearing date was sent to the applicant.
4. A transmittal to other agencies including notice, application and other documents was sent on May 11, 2017 more than fifteen days prior to the public hearing.
5. A legal public hearing notice for the proposed conditional use permit application was published on June 6, 2017, and on May 11, 2017, notice was mailed to all property owners within a 300-foot radius of the said property in compliance with the public notice requirements of Section 8-6A-7 of the Garden City Municipal Code.
6. A sign was posted on or before May 10, 2017, in accordance with Garden City Code for the public hearing of June 21, 2017.
7. On June 21, 2017, during the Planning and Zoning Commission public hearing:
 - a. Staff, Jenah Thornborrow presented the application.
 - b. The applicant, Shawn Nickel represented the application. The applicant requested the sidewalk requirement be waived in favor of a pathway and that occupancy be given prior to the planting of the required trees.
 - c. There was no one from the public who wished to testify.
 - d. The Commission felt that the pathway proposal could be more dangerous than the current conditions as the pathway proposal crosses the driveway twice.
 - e. The application was approved 3/0

CONCLUSIONS OF LAW

The Planning and Zoning Commission reviewed the application with regard to Garden City Code Title 8, and based on the conditions required herein, concludes the application meet the standards of approval under **GCC 8-6B-2 Conditional Use**.

DECISION

WHEREFORE, based upon the foregoing Findings of Fact and Conclusions of Law contained herein, the Planning and Zoning Commission hereby **APPROVES** of the application subject to the following conditions:

Prior to Occupancy

1. A building permit, or other applicable equivalent, shall be applied for and approved by Garden City Development Services Department.

2. Occupancy of the site shall not commence until after a Certificate of Occupancy has been obtained from Garden City Development Services Department.
3. Documentation shall be provided demonstrating that the property is a legal lot, or that the applicant remedy the situation prior to Certificate of Occupancy if it is determined that the lot is not a legal lot of record.
4. A sidewalk consistent with Garden City Code shall be installed adjacent to State Street and Bogart roadways to the edge of property, where deficient. The sidewalk shall connect to the crossing at Bogart. An easement dedicated to the public shall be submitted to Garden City and recorded with Ada County.

Site Specific Requirements for the Duration of the Use

1. A Daycare Center use is approved for the entire site with this application.
2. Three class II or class III trees must be installed within 12 months of this approval. Two of the trees must be replaced as a street tree. The third tree may be replaced on either as a street tree or adjacent to the play area.
3. The hours of operation shall be between six o'clock (6:00) A.M. to eight o'clock (8:00) P.M.
4. All outdoor play areas shall be completely enclosed by a minimum six foot (6') fence to secure against exit/entry by small children and to screen abutting properties.
5. Outdoor play equipment over six feet (6') high, shall not be located in a front yard setback or within any required setback.
6. Outdoor play areas in residential districts adjacent to an existing residence shall not be used after dusk.
7. The use shall comply with the licensing requirements as set forth in title 3, "Business and License Regulations", of this code.

General Requirements

1. Any changes in the design, construction, operation or use shall be brought to the immediate attention of the Planning Official for determination if the changes are in substantial conformance with the City's action. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.
2. This Conditional Use Permit shall not be transferable from one parcel of land to another. Unless otherwise stated in the conditions attached to a permit, the permit shall be granted to the applicant and successors in interest to the premises for which it was approved.
3. This approval is only approval of the conditional use permit. All other applicable permits must be obtained and completed prior to a certificate of compliance or occupancy.
4. The approval is specific to the application provided and reviewed. Final approval is based on substantial conformance. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.
5. Final approval is subject to the approval of other reviewing agencies and City Departments. Any more restrictive standards adopted and made applicable by any Transportation Authority, Fire Authority or other Federal, State or Local regulatory agencies shall prevail.
6. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this

application or not. This shall include but not be limited to 8-4A General Provisions of Design and Development Regulations.

7. Unobstructed easements, including but not limited to, drainage, water, and sewer easements shall be provided as required by the City Public Works or Planning Official.
8. The property owner is responsible to maintain the site to edge of roadway asphalt.
9. If there are any tree grates, they shall be widened to accommodate the growing tree trunk and prevent girdling of any trees planted in tree wells within sidewalks or other public right of way.
10. Plant materials which exhibit evidence of insect pests, disease, and/or damage shall be appropriately treated to correct the problem. Dead and diseased plant materials shall be replaced.
11. Where landscaping might impact motorist or pedestrian sight distance, shrubs shall be maintained below three feet (3') in height and trees shall be pruned so that the lowest branches will be at least seven feet (7') above the ground level.
12. A three foot (3') clearance zone shall be maintained around the circumference of fire hydrants.
13. Retain and protect existing trees, vegetation, and native soils and integrate these features into the overall landscape plan.
14. If trees are staked, the stakes shall be removed within twelve (12) months to prevent damage to the tree.
15. All planting areas that border driveways, parking lots, and other vehicle use areas shall be protected by curbing, wheel stops, or other approved protective devices.
16. Trees shall be planted at least three feet (3') from curbs, sidewalks, driveways and other hard surfaces to buffer from stress caused by vehicle overhang and compacted soils, or planted with sufficient space to provide for the full maturity of the particular tree species. All other plant material, except sod or ground cover, shall be set back a minimum of one foot (1') from any curb edge to protect from vehicle overhang and mechanical damage.
17. The landscape installation shall stabilize all soil and slopes.
18. All required landscaping shall be provided with an automatically controlled irrigation system in conformance with the best management practices for automatic irrigation systems.
19. Demonstrate compliance with 8-4G-1 prior to certificate of occupancies.
20. This approval is for this application only. Additional permits, licenses and approvals may be necessary.
21. Property maintenance standards shall be maintained as required by Garden City Code 8-1C.
22. The property owner is responsible for the maintenance of all landscaping and screening devices required.
23. Cross-Connections: All cross-connections between the domestic water lines and the irrigation water lines shall be in accord with the City's adopted standards, specifications and ordinances.
24. Materials submitted after the decision shall not be considered part of the record for this decision. If additional materials or information is submitted after the decision the application may be remanded to the decision making body during which time the decision shall be stayed provided that there is no immediate threat to life or safety.
25. No change in terms and conditions of this approval shall be valid unless in writing and signed by the applicant or his or her authorized representative and an authorized representative of the reviewing agency. The burden shall be upon the applicant to obtain the written confirmation of any change and not upon Garden City.
26. The Commission may revoke a conditional use permit for any of the following: A) Violation of Garden City Code or State or Federal Laws; B) Failure to abide by any

conditions of this permit; C) Causing or allowing a nuisance as determined by Garden City Code, in connection with the use for which the permit is granted.

27. Any violation of the conditions of this application is a criminal offence.

28. The Commission may revoke a conditional use permit for any of the following: A) Violation of Garden City Code or State or Federal Laws; B) Failure to abide by any conditions of this permit; C) Causing or allowing a nuisance as determined by Garden City Code, in connection with the use for which the permit is granted.

29. A certificate of occupancy or an application for a building permit shall be considered commencement of the use.

30. All previous uses are null and void unless otherwise conditioned.

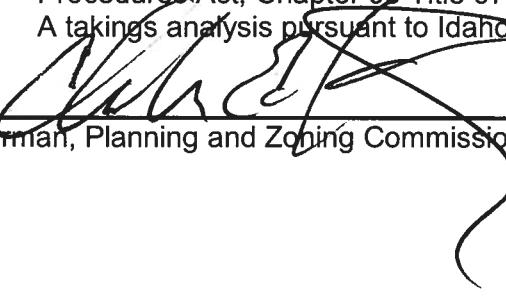
31. This approval shall become null and void if a building permit or certificate of occupancy has not been issued within one year of the approval. An extension may be granted by the Commission upon findings that the application and or the applicable City regulations have not changed. Such extension shall be applied for sixty (60) days prior to the expiration date for the original approval; only one extension of not more than three hundred sixty five (365) days shall be granted.

32. Should there be a change in use, there is a clear intent to cease the use, or the use is discontinued for more than one year without written documentation submitted to the City, legal noticing, and property posting indicating intent to continue the use, this approval shall become void.

33. There is a 10 day right to appeal to City Council. An appeal shall be made on the form provided by the City and filed with the City Clerk within ten (10) days after the action of the decision.

34. Final decisions are subject to judicial review pursuant to The Idaho Administrative Procedures Act, Chapter 65-Title 67 Idaho Code.

35. A takings analysis pursuant to Idaho Code may be requested on final decisions.



Chairman, Planning and Zoning Commission



26 June 2017

Date

Date: 12/16/2024

RE: Neighborhood Meeting Notice for Existing Daycare Expansion near your Neighborhood

Dear Neighbor,

You are invited to a neighborhood meeting to discuss a P&Z application for our daycare expansion, which is near your property. Construction activities, if required at all, would be limited to interior of the existing building. There will be no expansion to the exterior footprint of the building or any sitework. This is simply the existing daycare in Suite A of 8707 W State St expanding the same exact use into Suite D of the same building. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

File Number: to be issued upon submittal of application to the city

Meeting Date: December 31st, 2024

Meeting Time: 5:30pm

Meeting Location: 8707 W State Street Suite D

Project Summary: The application is for an existing daycare expansion into a connected suite in the same building. There will be no construction as part of this application.

The proposal is intended to be: daycare use only.

The project includes 0 residential units and/ or 2650 square feet of commercial.

If you would like to contact us ahead of the meeting, please feel free to reach us at 208-918-3136 or info@striveboise.com.

If you provide written comments to the city seven days or more prior to the applicant's consultation with the design consultants, your comments will be reviewed as part of the application. This application's review with the City may take place as soon as 15 days after the neighborhood meeting.

Please note, that if you wish to be an interested party or have the ability to appeal you must notify the city in writing. The city will inform interested parties of any revised materials that are submitted. You cannot appeal the application unless you have standing as prescribed in Idaho Code and provide written comment to the city seven days prior to the application's formal review with the City.

Thank you,

Elena Demartis & Stephen Pendl
Owners
Strive Academy
The Treasure Valley's only preschool serving whole and organic foods

Those who have standing may appeal the decision, provided that written comment is received by the city at least seven days prior to the consultation. Those who have not provided written comments seven days or more in advance of the consultation will not be permitted to appeal.

If you wish to be an interested party or may wish to appeal the city's decision please provide the city with the following information to the city via email planning@gardencityidaho.org or mail to Attn: Design Review 6015 Glenwood, Garden City, Idaho, 83714.

File:

I wish to be an interested party Yes No

I wish to have the ability to appeal Yes No

Name:

Email :

Physical Address:

Which design elements are of concern:

Massing

Architectural elements

Connectivity

Landscaping

Water features

Site layout

Other

Please elaborate:

Signature

Date

Date: 12/16/2024

RE: Neighborhood Meeting Notice for Existing Daycare Expansion near your Neighborhood

Dear Neighbor,

You are invited to a neighborhood meeting to discuss a P&Z application for our daycare expansion, which is near your property. Construction activities, if required at all, would be limited to interior of the existing building. There will be no expansion to the exterior footprint of the building or any sitework. This is simply the existing daycare in Suite A of 8707 W State St expanding the same exact use into Suite D of the same building. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

File Number: to be issued upon submittal of application to the city

Meeting Date: December 31st, 2024

Meeting Time: 5:30pm

Meeting Location: 8707 W State Street Suite D

Project Summary: The application is for an existing daycare expansion into a connected suite in the same building. There will be no construction as part of this application.

The proposal is intended to be: daycare use only.

The project includes 0 residential units and/ or 2650 square feet of commercial.

If you would like to contact us ahead of the meeting, please feel free to reach us at 208-918-3136 or info@striveboise.com.

If you provide written comments to the city seven days or more prior to the applicant's consultation with the design consultants, your comments will be reviewed as part of the application. This application's review with the City may take place as soon as 15 days after the neighborhood meeting.

Please note, that if you wish to be an interested party or have the ability to appeal you must notify the city in writing. The city will inform interested parties of any revised materials that are submitted. You cannot appeal the application unless you have standing as prescribed in Idaho Code and provide written comment to the city seven days prior to the application's formal review with the City.

Thank you,

Elena Demartis & Stephen Pendl
Owners
Strive Academy
The Treasure Valley's only preschool serving whole and organic foods

Those who have standing may appeal the decision, provided that written comment is received by the city at least seven days prior to the consultation. Those who have not provided written comments seven days or more in advance of the consultation will not be permitted to appeal.

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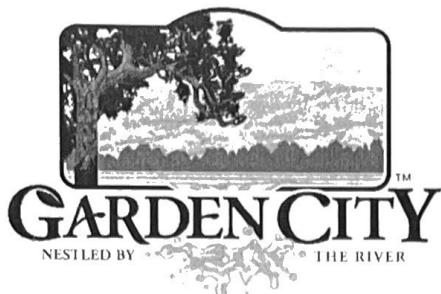
Site layout

Other

Please elaborate:

Signature

Date



6015 Glenwood Street Garden City, Idaho 83714
Phone 208 - 472-2921 Fax 208 - 472-2926
www.gardencityidaho.org

Affidavit of Neighborhood Meeting

State of Idaho)
)SS

County of Ada)

I, STEPHEN PENDL

Name (be full legal name)

979 N CLITHERO DR

Address

BOISE

City

ID 83703

State and Zip

Being first duly sworn upon oath, depose and say:

1. That I provided the attached notice to all individuals owning property within 300' of 8707 W STATE ST (project address) Garden City, Idaho.
2. The list of individuals that I sent the notice to include all entities that were on the 300' radius list provided by the city of Garden City.
3. I posted the site in accordance with the requirements found in Garden City Code 8-6A-7. B.1, affidavit thereof attached.
4. The location of the meeting was 8707 W STATE ST.
5. The date of the meeting was: 12/31/24, a Monday, Tuesday, Wednesday, Thursday, or Friday (please circle the day of the week). (must be a weekday not less than 10 days ahead of this submittal and not more than three months ahead of this submittal).
6. The time of the meeting was: 5:30 pm. (must be between 5:30pm - 8:00pm)
7. I remained on site from 5:30 pm to 6:00 pm (must be on site a minimum of 30 minutes even if no one is in attendance).
8. The attached sign-in sheet includes all attendees.

Dated this 3rd day of January, 2025.

Signature

Subscribed and sworn to before me the day and year first above written

Notary Public for Idaho

Residing at: Boise, ID

KRISTEN K BAASCH
Notary Public - State of Idaho
Commission Number 20235059
My Commission Expires Jan 8, 2030

My Commission expires January 8, 2030

REQUIRED ATTACHMENTS

1. Neighborhood meeting notice
2. Affidavit of posting
3. Sign in sheet

Date: 12/16/2024

RE: Neighborhood Meeting Notice for Existing Daycare Expansion near your Neighborhood

Dear Neighbor,

You are invited to a neighborhood meeting to discuss a P&Z application for our daycare expansion, which is near your property. Construction activities, if required at all, would be limited to interior of the existing building. There will be no expansion to the exterior footprint of the building or any sitework. This is simply the existing daycare in Suite A of 8707 W State St expanding the same exact use into Suite D of the same building. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

File Number: to be issued upon submittal of application to the city

Meeting Date: December 31st, 2024

Meeting Time: 5:30pm

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Thank you,

Elena Demartis & Stephen Pend
Owners
Strive Academy
The Treasure Valley's only preschool serving whole and organic foods

Day: Tues

Project Synopsis:

Date: 12/31/24

Strive Academy, 8707 W State St Garden City ID 83714, info@striveboise.com

Time: 5:30pm

Time: 5:30pm
Neighboring wood meets along 3rd and 4th streets

Address	8701 W STATE ST STE A	City 83714	INFO@STRIKEHOUSE.COM	Do you like this project? (yes/no)
Name	STEPHEN PENN	City/State/Zip	Email	Are you interested in studios, if applicable? (house number, street, suit, having something to do with it, if applicable)

Day: Tues

Date: 12/31/24

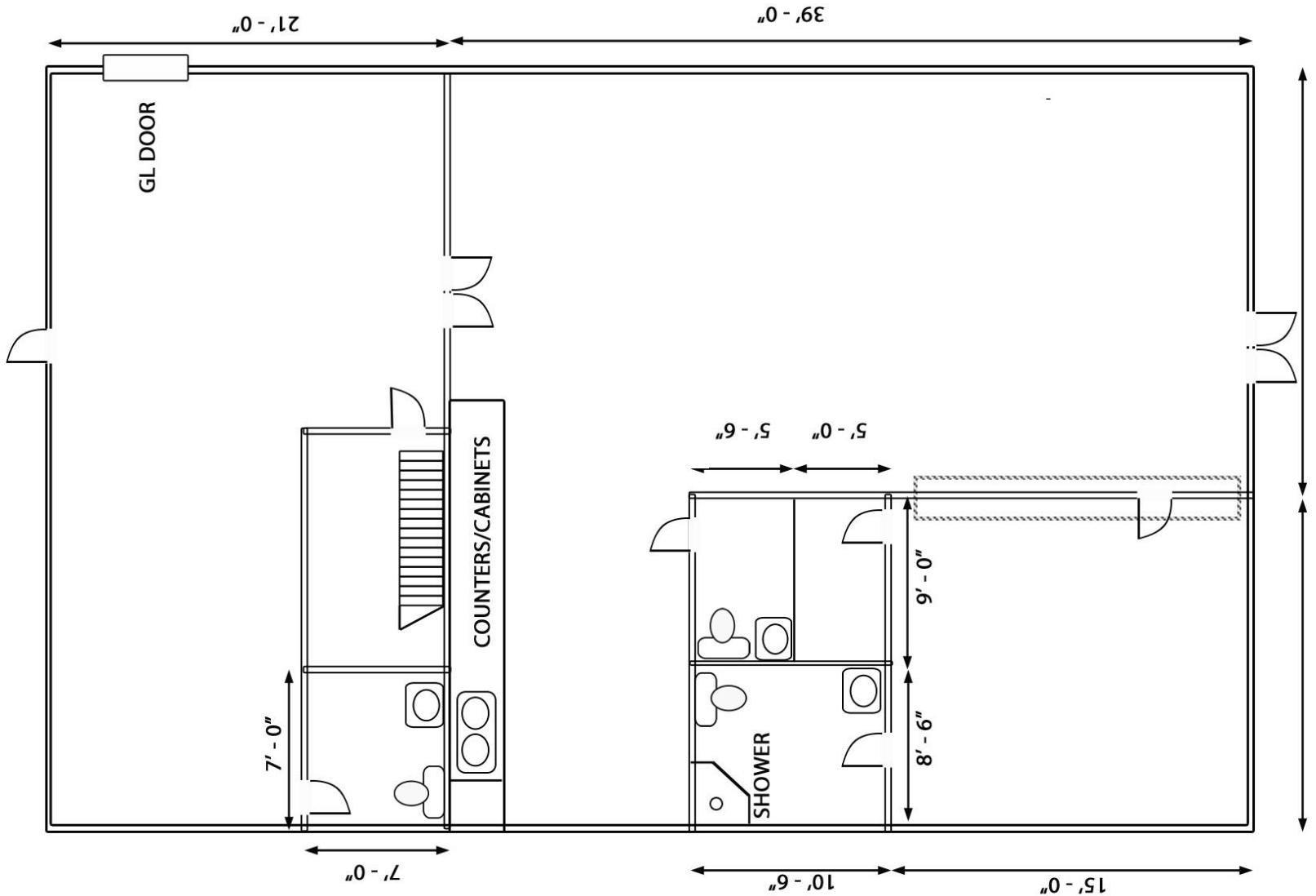
Project Synopsis:

Strive Academy, 8707 W State St Garden City ID 83714, info@striveboise.com

Neighborhood Meeting Sign-in Sheet

Time: 5:30pm

FLOOR PLAN FOR 8707 STATE STREET UNIT D



PROPERTY ADDRESS:

KIDS KAMPUS
8707 STATE STREET
GARDEN CITY, IDAHO

SITE STATISTICS:

PARCEL:

R8123251931 PAR #1930 NLY POR OF LOT 12
STEINS SUB #1930-B 4N1E23

ADDRESS:

8707 W STATE ST
GARDEN CITY, ID 83714-0000

**FIRST AMENDMENT
TO
COMMERCIAL LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (“First Amendment”), dated effective as of May 25, 2023 (“Effective Date”), is entered into by and between **Kids Kampus Learning Center 3, LLC**, an Idaho Limited Liability Company (“Tenant”), and **8707 W State LLC, LLC**, an Idaho limited liability company, or its assigns (“Landlord”).

RECITALS

A. Landlord and Tenant previously entered into that certain Commercial Lease Agreement, dated June 4, 2021 (the “Agreement”) concerning the lease of real property owned by Landlord.

B. Landlord and Tenant desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Recitals and Use of Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this Second Amendment have the meaning ascribed to them in the Agreement.

Tenant’s Right to Terminate. Section 2.d. of the Agreement is hereby deleted and replaced in its entirety as follows:

2.d. Early Termination: Provided this Lease is in full force and effect and Tenant is not in default in the performance of any of the terms, covenants and conditions herein contained, in respect to which notice of default has been given hereunder which has not been or is not being remedied in the time limited in this Lease, Tenant may Terminate this lease upon written notice (“Termination Notice”) delivered to the other party one-hundred twenty (120) days prior to the Early Termination Date.

Miscellaneous. The Agreement is in full force and effect, is enforceable in accordance with its terms, and neither Party has any knowledge of any default of the Agreement. The Agreement is unmodified except as amended by this Second Amendment, and this Second Amendment shall prevail in the event of a conflict with the terms of the Agreement. This Second Amendment may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax or other form of electronic delivery.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by the duly authorized officer of each party as of the Effective Date.

TENANT:

Kids Kampus Learning Center 3, LLC

By: 
Dustin Moore (Jun 2, 2023 06:55 EDT)

Jun 2, 2023

Name: **Dustin Moore**

Title: **Owner/Managing Member**

Landlord:

8707 W State, LLC

By: 
Isaac Waitman (Jun 2, 2023 06:55 EDT)
Name: **Isaac Waitman**
Title: **Manager**

Lease Abstract

Property Location

8707 W State Street Ste A.

Date

8/10/22

Boise, Idaho 83614

8707 W State LLC

Notes

Kids Kampus

Dustin Moore

Contract Signer

8707 W State Street Ste A.

Notice/Billing Address

Boise, Idaho 83614

Contact Name

Dustin and Brandi

Phone

(208) 861-9744

Email

evolutionholdingsidaho@gmail.com

Lease Terms

June 4, 2021 - June 3, 2023

Sq. Ft.

4613 building space, 6750 yard space

Lease Status

New
 Renewal

Renewal Option

Yes  Renewal Terms 3 opt/1year
 No

Lease Type

Modified Gross 
 Gross
 Triple Net

	Tenant	Landlord
Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Taxes	<input type="checkbox"/>	<input type="checkbox"/>
Utilities	<input type="checkbox"/>	<input type="checkbox"/>
Cam Ex	<input type="checkbox"/>	<input type="checkbox"/>
Management	<input type="checkbox"/>	<input type="checkbox"/>
Repairs/Maint.	<input type="checkbox"/>	<input type="checkbox"/>

Base Rent

Months	Annual Base Rent Rate per Rentable Sq. Ft.	Annual Base Rent	Monthly Installments
24	\$13.00	\$59,969.00	\$4,997.42
12	\$14.00	\$64,582.00	\$5,381.83
12	\$14.50	\$66,888.50	\$5,574.04
12	\$15.00	\$69,195.00	\$5,766.25

Rent Increase

5% after 5 days/ 18% **after** year

Late Charges

\$8,000.00

Security Deposit

General Liability of \$1,000,000

Insurance Requirements

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease"), dated June 4, 2021, is between 8707 W State LLC, an Idaho limited liability company, its successors and or assigns ("Landlord"), and Kids Kampus Learning Center 3, LLC., an Idaho limited liability company ("Tenant"). Landlord and Tenant agree as follows:

1. Basic Terms. The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

- a. Property:** That certain real property located at 8707 W. State St. Ste A, Boise, Idaho, 83714 as legally described in Exhibit A and approximately 6,750 sq. ft of yard space located in the rear of the property ("Property").
- b. Building:** That certain Building located on the Property, as depicted on Exhibit B, along with common areas for Tenant use ("Building").
- c. Premises:** A portion of the Building and Property, commonly known as 8707 W State St., Suite A, Boise, Idaho, as depicted on Exhibit B, consisting of approximately 4,613 square feet of Building space and 6,750 square feet of yard space ("Premises").
- d. Commencement Date:** Upon the closing of the sale and escrow of the building located at 8707 W State Street Boise ID 83714 ("Commencement Date").
- e. Lease Term:** Commencing on the Commencement Date and ending Twenty-four (24) months following the Commencement Date.
- f. Renewal Option:** Three (3) one (1) year options to renew.

g. Base Rent:

<u>Months</u>	<u>Annual Base Rent Rate per Building Rentable Sq. Ft.</u>	<u>Annual Base Rent Rate per Yard Rentable Sq. Ft.</u>	<u>Annual Base Rent</u>	<u>Monthly Installments</u>
1-24	\$13.00	\$0.00	\$59,969.00	\$4,997.42
25-36	\$14.00	\$0.00	\$64,582.00	\$5,381.83
37-48	\$14.50	\$0.00	\$66,888.50	\$5,574.04
49-60	\$15.00	\$0.00	\$69,195.00	\$5,766.25

h. Tenant's Pro Rata Share: 40.4%

i. Address of Landlord for Notices and Payment: 8707 W State LLC
PO Box 2414
Eagle, ID 83616

j. Address of Tenant for Notices: 8707 W State St Ste A
Boise, ID 83714

k. Guarantor(s): Dustin and Brandi Moore

l. Escrow: None.

m. Security Deposit: \$8,000.00

2. Lease of Premises and Lease Term

a. Premises. In consideration of the mutual covenants this Lease describes and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants and conditions set forth in this Lease.

b. Commencement and Expiration of Term. The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and, unless earlier terminated in accordance with the terms and conditions of this Lease, expires on the last day of the last calendar month of the Term. Notwithstanding the

foregoing, from and after the date of full execution and delivery of this Lease, this Lease shall be in full force and effect, and Tenant shall keep, perform and observe all the terms, covenants, conditions, agreements, indemnities and other promises to be kept, performed and observed by Tenant with respect to the Premises (other than payment of Rent) prior to the Commencement Date.

c. Tender of Possession. Landlord ensures the continued occupancy of the space by Tenant upon Commencement Date.

d. Tenant's Right to Terminate. Provided this Lease is in full force and effect and Tenant is not in default in the performance of any of the terms, covenants and conditions herein contained, in respect to which notice of default has been given hereunder which has not been or is not being remedied in the time limited in this Lease, at the time of exercise of such early termination right and at the time set for such early termination, Tenant shall have the right, subject to the provisions hereafter provided, to terminate this Lease by providing Landlord written notice on or before the date that is at least one-hundred twenty (120) days prior to the proposed Early Termination Date of its intent to terminate this Lease.

e. Renewal Term. Tenant shall have the option following expiration of the initial two (2) year term to extend the lease. Tenant shall have three (3) options to extend the lease, for one (1) year each. Tenant shall notify Landlord in writing of its intent to exercise the renewal option by providing written notice to the Landlord at least one hundred and twenty (120) days prior to the expiration of any previous term. Base Rent shall be increased as set forth above and all other terms and conditions of this Lease shall remain in effect.

3. Rent and Other Payment.

a. Base Rent. As set forth in Section 1.(l) of the Basic Terms, Tenant will pay Base Rent out of Escrow in monthly installments to Landlord, in advance, without offset, demand or deduction, commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term ("**Base Rent**"). Tenant will make all Base Rent payments to Landlord made payable by the tenant Kids Kampus Learning Center 3, LLC to the Landlord or at such other place or in such other manner as Landlord may from time to time designate in writing. Landlord will provide payment instructions to Tenant upon Tenant's execution of this Lease. Tenant will make all Base Rent payments without Landlord's previous demand, invoice or notice for payment. If the Commencement Date is a date other than the first day of a month or the first business day of the month, Base Rent from such date until the first day of the following month shall be prorated for each day within the partial calendar month that begins the Term and shall be payable on the Commencement Date. .

b. Additional Rent. In addition to the Base Rent, Tenant agrees to pay as "**Additional Rent**" the amount of additional rent and rent adjustments and other charges required by this Lease, including but not limited to Tenant's Pro Rata Share (defined below) of all other impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, including without

limitation the Building Operating Expenses (as defined herein), which arise with regard to the Premises or may be contemplated under any other provision of the Lease, except for costs and expenses expressly made the obligation of Landlord in this Lease. Base Rent plus Additional Rent is collectively referred to in this Lease as "**Rent**." Additional Rent will continue to be paid even if Base Rent is abated or not due and payable under this Lease unless expressly stated otherwise in this Lease. "**Tenant's Pro Rata Share**" shall mean the ratio determined by dividing the Rentable Square Footage of the Premises by the Rentable Square Footage of the Building, measured using Standard Method of Measurement ANSI/BOMA Z65.5-2010 Method.

c. Building Operating Expenses. The term "Building Operating Expenses" shall mean all actual costs and expenses incurred by Landlord in connection with the ownership, operation, management and maintenance of the parts of the Building and Property designated by Landlord from time to time for the common use or benefit of the occupants of the Building with facilities appurtenant to each (collectively, the "**Common Areas**"), the Building, Property, and related improvements located thereon (the "**Improvements**"). In explanation of the foregoing, and not in limitation thereof, Building Operating Expenses shall include:

- (i) all real property taxes ("**Taxes**");
- (ii) the cost of all insurance maintained by Landlord on or with respect to the Building, the Improvements, the Common Areas or the Property, including, without limitation, casualty insurance, liability insurance, workers compensation, any insurance required to be maintained by Landlord's lender;
- (iii) snow removal, trash removal, cost of compensation of all persons who perform regular and recurring duties connected with day to day operation, maintenance, repair, the Common Areas or the Property, its equipment and the adjacent walk and landscaped area (including, but not limited to janitorial, , gardening, , parking, , painting, plumbing, electrical, mechanical, carpentry, window washing, signing), but excluding persons performing services not uniformly available to or performed for substantially all Building tenants and not in excess of competitive rates as independent contractors who have completed passed a state and federal background check may be located or have access to property and have not been convicted of a federal crime that is a threat or deemed threat to children under the age of 18 years;
- (iv) costs of all gas, water, sewer, electricity and other utilities used in the maintenance, operation or use of the Building (except to the extent separately metered or sub-metered), the Improvements, the Property and the Common Areas, cost of equipment or devices used to conserve or monitor energy consumption, supplies, licenses, permits and inspection fees;
- (v) Notwithstanding the foregoing, Building Operating Expenses shall not include depreciation, interest and amortization on mortgages or other debt, costs or ground lease payments, if any; legal fees in connection with leasing, tenant disputes or enforcement of leases; real estate brokers' leasing commissions; improvements or

alterations to tenant spaces; advertising expenses incurred in connection with the original or future leasing of space in the Building; the cost of providing any service directly to and paid directly by, any tenant; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Building Operating Expenses in the year in which received); costs and expenses associated with the operation of the business of the person or entity which constitutes Landlord as the same are distinguished from the costs of operation of the Property, including accounting and legal matters with respect to same; costs of decorating, redecorating, alterations, special cleaning or other special services (i) not provided on a regular basis to other tenants of the Building and/or (ii) not typically provided to tenants in the office industry; the cost of overtime or other additional expense to Landlord in curing its defaults or performing work expressly provided in this Lease to be borne at Landlord's expense; the cost of uniforms or other clothing provided to Landlord's employees or contractors for any purpose whatsoever, office equipment, cellular telephones, or other items provided to or used by Landlord's employees, including without limitation the allocation of any vehicle, fuel or automotive insurance expenses for any vehicle; ; any administrative or other charge of Landlord, in excess of the management fees set forth above; costs of selling or financing any of Landlord's interest in the Property; income, excess profits, franchise taxes or other such taxes imposed on or measured by the net income of Landlord from the operation of the Building; the costs of conditions occasioned by construction defects and not resulting from ordinary wear and tear to the Building; and capital expenditures.

d. Payment of Building Operating Expenses. Tenant's Pro Rata Share of Building Operating Expenses shall be paid as follows:

(i) At least thirty (30) days prior to the beginning of each calendar year, Landlord shall deliver to Tenant a statement showing Landlord's estimate of the Building Operating Expenses for such calendar year and Tenant's Pro Rata Share of the Building Operating Expenses ("**Estimated Costs**"). If Landlord fails to deliver such statement prior to January 1 of the applicable year, until the delivery of such statement, Tenant's Estimated Costs shall be deemed to be the same amount of the Estimated Costs for the prior year; provided, however, if Landlord subsequently furnishes to Tenant a statement of such Estimated Costs, to the extent such Estimated Costs are greater than or less than the Estimated Costs paid on a year to date basis, Tenant shall either receive a credit or make a payment, in the amount of such difference on the next date on which Tenant makes a Base Rent payment hereunder.

(ii) Concurrent with each monthly payment of Base Rent, Tenant shall pay to Landlord, without offset or deduction, one twelfth (1/12th) of the Estimated Costs.

e. Report of Building Operating Expenses and Statement of Estimated Costs. Within one hundred twenty (120) days after each calendar year occurring during the Term, Landlord shall furnish Tenant with a written reconciliation statement (the "**Landlord's Statement**") comparing Tenant's Pro Rata Share of the Building Operating Expenses from the previous calendar year against the amounts actually paid by Tenant during the previous calendar year. If the annual reconciliation statement of costs indicates that the Estimated Costs paid by Tenant for any year exceeded Tenant's Pro Rata Share of the

Building Operating Expenses, Landlord, at its election, shall within thirty (30) days of Tenant's receipt of such reconciliation statement, either (a) pay the amount of such excess to Tenant, or (b) apply such excess against the next installment (s). If the annual reconciliation statement of costs indicates that Estimated Costs paid by Tenant for any year are less than Tenant's Pro Rata share of the Building Operating Expenses for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days of Tenant's receipt of such reconciliation statement.

f. Audit Rights. Landlord shall keep records in accordance with generally accepted accounting principles consistently applied, and in reasonable detail regarding the items covered under this Article. Tenant or its representative shall have the right, at Tenant's sole expense, to examine Landlord's books and records showing Building Operating Expenses upon reasonable prior notice and during normal business hours at any time within ninety (90) days following the furnishing by Landlord to Tenant of Landlord's Statement. Unless Tenant shall take written exception to any item within the applicable time period, such Landlord's statement shall be considered final and accepted by Tenant. If Tenant takes exception to any item in Landlord's statement within the applicable time period, and if Landlord and Tenant are unable to agree on the correctness of said item within sixty (60) days, either party may refer the disputed item or items to a reputable certified commercial property management specialists selected by Tenant from a list of not less than three (3) firms or individuals designated by Landlord whom Landlord has not previously retained (which list shall be provided promptly upon request therefor), and the decision of such firm shall be conclusively binding upon Landlord and Tenant. Pending resolution of any dispute, however, Tenant shall continue to make payments in accordance with the information contained in Landlord's statement. If the audit determines that Landlord overstated Building Operating Expenses, in the aggregate, by more than five percent (5%), then Landlord shall pay all fees and expenses of such audit; and if Building Operating Expenses, in the aggregate, were not overstated by more than five percent (5%), Tenant shall pay all such fees and expenses.

g. Late Charges. If any payment of Rent is past due for more than five days, Tenant shall pay to Landlord as additional rent a late charge (the "**Late Charge**") in the amount of 5% of the unpaid Rent. A Late Charge may be imposed only once on each past due payment. In addition, if any payment of Rent or any other charge or expense payable under this Lease is not received by Landlord within five days of when due, Landlord may assess and Tenant shall pay to Landlord, as Additional Rent, interest on the overdue amount to Landlord at 18% per year. Any overdue payment will bear interest from the applicable due date, without regard to any grace period, until the date such payment is received by Landlord. Payments of Late Charges and interest are in addition to, and not in lieu of, any other remedy Landlord may have.

h. Rent Proration. If the Commencement Date is on a day other than the first day of the calendar month, then Rent for such month will be appropriately prorated based upon the number of calendar days in that month. If this Lease ends by expiration or earlier termination for any reason whatsoever on a day other than the last day of a calendar month, then Rent for such month shall be appropriately prorated based upon the number of calendar days in such month.

i. **NNN Lease.** This Lease is what is commonly called a "Net, Net, Net" or "triple-net" Lease, which means that, except as otherwise expressly provided herein, Landlord shall receive all Base Rent free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises.

j. **Security Deposit.** At the time of execution hereof, Tenant shall deposit with Landlord the sum of set forth in the Basic Lease Terms in cash ("**Security Deposit**"), as and for a security deposit for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. In the event that Tenant defaults with respect to any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, the payment of any rentals or other charges or items to be paid or provided for by Tenant, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any such rentals in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency may accrue before or after re-entry by Landlord. Tenant shall not be entitled to any interest on the Security Deposit. It is expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default and shall not be considered to be held in trust by Landlord for the benefit of Tenant. Upon application of any part of the Security Deposit by Landlord as provided herein, Tenant shall pay to Landlord, within ten (10) days of written notice, the amount so applied in order to restore the Security Deposit to its original amount. Any application of the deposit by Landlord shall not be deemed to have cured Tenant's default by reason of which the application is made. In the event of a bona fide sale of the Building, Landlord shall have the right to transfer the Security Deposit to its vendee for the benefit of Tenant, and thereafter Landlord shall be released of all liability for the return of the Security Deposit and Tenant agrees to look to said vendee for the return of the Security Deposit. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within fifteen (15) days after the time fixed herein as the expiration of the Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

4. Use of the Premises.

a. **Permitted Use.** Tenant shall use the Premises for operating a daycare and preschool ("**Permitted Use**"). Without limiting the generality of the foregoing, Tenant shall not use or occupy the Premises for any purpose that directly or indirectly is forbidden by applicable law, governmental order or any covenants or restrictions of record. Only Tenant's employees, agents, guests and invitees may occupy the Premises.

b. **Compliance with Laws.** Tenant shall comply with all present and future laws, statutes, ordinances (including zoning ordinances and land use requirements), codes, rules, regulations, and orders of the United States of America and any other public or quasi-public authority having jurisdiction over the Premises concerning the use, occupancy, facilities in and condition of the Premises and all machinery, equipment, facilities, entrances thereto, exits therefrom and furnishings therein (including, without limitation, any

requirements for structural changes). It is expressly understood that Tenant, at Tenant's cost and expense, will obtain an occupancy permit for the Premises and if any such permit is required due to Tenant's use of the Premises, Tenant must obtain such permit at Tenant's sole cost and expense. If any future law, statute, ordinance, code, rule, regulation, or order requires another occupancy permit or other permit for the Premises, Tenant will obtain such permit at Tenant's sole expense. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section.

c. Common Areas. Tenant will at all times during the Term have a nonexclusive license to use the Common Areas, including the parking lot, drive aisles and sidewalks, located at the Building. Landlord has the sole and exclusive right to determine the nature and extent of the Common Areas situated at the Building, including the location or relocation of driveways, entrances, exits, automobile parking spaces, the direction of flow of traffic, installation of prohibited areas, landscaped areas, and any other facilities as Landlord may determine to make part of such Common Areas. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside of the Premises, nor shall Tenant use the sidewalks or other outside areas to display, store or place any merchandise. No sale of merchandise by tent sale, truck load sale or the like, shall be permitted in the parking lot or other Common Areas. The "Play Area" as defined above shall not be considered a "Common Area" and shall be used exclusively by Tenant.

5. Hazardous Materials and Indemnification. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste or pollutant or contaminant, including without limitation any petroleum or crude oil and their derivatives or fractions thereof, which is or becomes regulated by any local governmental authority, the state in which the Building is located or the United States Government, including without limitation, any material regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.), the Oil Pollution Act of 1990, as amended (33 U.S.C. Section 2701 et seq.), any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection. Tenant shall not cause, contribute to, allow or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of or used at, on, about or beneath the Premises or any portion of the Building by Tenant, its agents, employees, contractors, invitees, or licensees, without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may use such Hazardous Materials as are used for ordinary office purposes and in the ordinary course of Tenant's business, provided that such use is in accordance with all applicable statutes, laws, codes, ordinances, rules and regulations. Tenant shall notify Landlord in writing within twelve (12) hours of any suspected or confirmed release, spill, leasing, or disposal and supply Landlord with copies of all notices, reports, correspondence and submissions by Tenant to any local, state or federal authority of any information concerning environmental matters or Hazardous Materials. If Tenant breaches the obligations stated in this Article, or if the presence of Hazardous Material on the Premises or in the Building caused, contributed to or

permitted by Tenant results in contamination, release, disposal or risk or threat of release or disposal of Hazardous Material at or from the Premises or Building, or if contamination, release or disposal of Hazardous Substances at or from the Premises or Building otherwise occurs for which Tenant is legally liable to the United States, state or local government, a third party or Landlord for damages resulting therefrom, then Tenant shall indemnify, defend by counsel acceptable to Landlord and save and hold harmless Landlord, its successors and assigns from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination, release, disposal or risk or threat of such release or disposal. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, including any costs for natural resource damages and government oversight costs required by any federal, state or local governmental law because of Hazardous Material present in or any risk or threat of release or disposal to the soil or groundwater on, under or emanating from the Premises and any attorney fees related thereto. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises or Building caused or permitted by Tenant results in any contamination, release or disposal at the Premises or Building, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises or Building to the condition existing prior to the introduction of any such Hazardous Material to the Premises or Building; provided that Landlord's approval of such actions shall first be obtained.

Landlord shall maintain the premises in a healthy and safe manner in compliance with all requirements of Garden City for the operation of a day care. Landlord will not, and will not authorize others to use, possess, manufacture or store chemicals, hazardous materials, or poisons in or near (within 200') of the Premises. Cleaning materials and chemicals used by the Landlord or its agents shall not be stored on the Premises. Landlord shall make reasonable efforts to ensure the lack of access to any such materials stored or located elsewhere on the property. Landlord shall maintain the Premises in a fashion that meets all applicable governmental authority standards.

6. Insurance.

a. Fire and Extended Coverage.

(i) Landlord shall carry and maintain Casualty Insurance on the Property and the Building with coverage and in amounts for at least ninety percent (90) of the insurable replacement value thereof. Landlord may carry business interruption or similar coverage protecting Landlord with such coverage and in such amounts as Landlord determines to be appropriate or as may be required by any mortgagee's of Landlord.

(ii) Tenant shall carry and maintain standard form business insurance for Kids Kampus and property insurance insuring against the perils of fire, extended coverage, vandalism, malicious mischief, special extended coverage and sprinkler

leakage. This insurance policy shall be upon all trade fixtures and other property owned by Tenant, for which Tenant is legally liable and/or that was installed at Tenant's expense, and which is located in the Building including, without limitation, furniture, fittings, installations, fixtures and any other personal property, in an amount not less than the full replacement cost thereof. This insurance policy shall also insure the direct or indirect loss of Tenant's earnings attributable to Tenant's inability to use fully or obtain access to the Premises or the Building in the amount as will properly reimburse Tenant. Such policy shall name Landlord and any mortgagees of Landlord as additional insured parties, as their respective interests may appear.

b. Liability Insurance.

(i) Landlord shall provide and maintain Commercial General Liability Insurance insuring against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Building and the Property. The limits of liability of all such insurance shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person, \$1,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$1,000,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$1,000,000 per occurrence. Upon request and/or renewal, Landlord shall furnish Tenant with a copy of such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates.

(ii) Tenant shall carry and maintain Commercial General Liability Insurance insuring Tenant against any liability arising out of the lease, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy shall insure the hazards of premises and operations, independent contractors, contractual liability and shall name Landlord as an additional insured.

c. Workers' Compensation Insurance. Tenant shall carry and maintain Workers' Compensation and Employer's Liability Insurance for Kids Kampus Learning Center 3 LLC (as required by state law).

d. Form of Policies. All policies obtained and maintained shall be written in a form reasonably satisfactory to lease as stated. Within ten (10) days after the execution of this Lease, Tenant shall deliver to Landlord copies of policies or certificates evidencing the existence of the amounts and forms of coverage .

e. Waiver of Subrogation. Landlord and Tenant hereby waive all rights to recover against each other, against any other tenant or occupant of the Building, and against each other's officers, directors, shareholders, partners, joint venturers, employees,

agents, customers, invitees or business visitors or of any other tenant or occupant of the Building, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

f. Indemnity. Subject only to the extent of the availability of insurance proceeds and limited to one-million dollars \$1,000,000, Landlord and Tenant, and their respective employees and agents shall not be liable to the other party hereto or its employees, patrons, visitors, invitees, or any other persons for any injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of such party or its agents or of any other tenant of the Building. Property or Premises is a part, or from any other cause except causes arising from such party's gross negligence or willful misconduct. To that extent, Landlord and Tenant agree to indemnify and hold each other and their employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the Premises.

7. Utilities and Services. Landlord warrants that on the Commencement Date, the Premises are connected with all necessary utility mains, conduits, and other facilities necessary to provide required fire protection, water, wastewater, gas, electricity, heating and air conditioning to the Premises at all times of day. For any utilities that are not separately metered, Landlord will move the accounts to Landlord's name for payment. The pro rata share of the expenses shall be billed back to Tenant as detailed in Section 3(c).

8. Maintenance and Repair.

a. Landlord's Repair Obligations. Landlord shall keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) foundation, floor and exterior walls of the Building; (2) Common Areas; (3) the roof of the Building and (4) internal plumbing, electrical and other systems located within the walls of the Premises (provided such work is not the direct result of the actions of the Tenant). Tenant shall be responsible for plumbing, fixtures, electrical and other systems added to the Premises by Tenant for Tenant's use. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible. Landlord shall be responsible for the maintenance and repair of all HVAC and supplemental air conditioning units including HVAC balancing and routine inspections and cleaning, for HVAC equipment serving the Premises. All units for Suite A must be in working and good condition for business operations. A working septic system: water supply pipes, faucets and hose below a sink rim, in a drain or sewer must not create a cross-connection between drinking water and dirty water. A proper backflow prevention must be maintained and passed per Landlord expense. Plumbing must remain in good condition and comply with local plumbing codes per Landlord expense and maintenance. Sewage must be properly disposed with no overflows or surfacing that may cause contamination maintained and expenses by Landlord. The fencing accessible by Kids Kampus Learning Center 3, LLC shall remain in safe and working condition including gates and access points, and shall pass Health and Safety codes in accordance with licensing requirements and their respective agents. The lawn shall remain in safe and working conditions along with sprinklers and landscape and must pass Health Inspection issued by state licensing requirements. Tenant is responsible to notify Landlord in a timely

manner of any issues with respect to this Section. Repair and maintenance expenses incurred by Landlord with respect to this Section shall remain the responsibility of the Landlord.

b. Right of Entry. Upon providing a minimum of forty-eight hours written notice to Tenant (during normal weekday business hours, excluding holidays and weekends) and being accompanied by an authorized representative of Tenant, except in the event of an emergency, in which event no notice or accompaniment of an authorized agent of Tenant shall be required, Landlord shall have the right to enter the Premises for the following purposes: (a) to maintain, and repair all utility equipment of any kind in, upon, and under the Premises as may be necessary for the servicing of the Premises and other portions of the Building; (b) to inspect the Premises; (c) to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees during the last six (6) months of the term of this Lease; or (d) to make such repairs, additions, alterations, or improvements as Landlord may deem desirable. During the six (6) month period prior to expiration of this Lease or of any renewal term, Landlord may place upon the Premises "For Lease" or "For Sale" signs which Tenant shall permit to remain thereon. Landlord will exercise its rights under this Section in a reasonably practical manner so as not to unreasonably disturb Tenant in its use of the Premises. No one will have access or be within reason to children or staff who have not passed a state and federal background check, have filed, been convicted or are considered by law a danger to children or otherwise. Said requirement are not allowed on the premises or within 200 feet of Kids Kampus Learning Center 3, LLC during operational business hours or when children are present.

c. Tenant's Repair and Maintenance Obligations. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs limited to the Premises that are not Landlord's express responsibility under this Lease and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering; (2) interior partitions; (3) doors and windows; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant and located in the Premises; (6) Alterations (hereinafter defined) performed by or on behalf of Tenant. All work shall be performed in accordance with the laws of the State of Idaho and all health, fire, police and other ordinances, regulations and directives of governmental agencies having jurisdiction of such matters. If Tenant fails to make any repairs to the Premises for more than forty-five 45 days after written notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay, as Additional Rent, the reasonable cost of the repairs to Landlord.

d. Alterations. Tenant may not: (a) make or cause to be made any alterations, additions, or improvements to the Premises (collectively, "**Alterations**") (b) install or cause to be installed any fixtures, signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings; or (c) make any other Alterations to the Premises without first obtaining Landlord's written approval; provided, however, that all structural Alterations shall only be made with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. All such work with respect to any Alterations shall be done lien free and in a good and workmanlike manner and diligently prosecuted to completion. Any such Alterations shall be performed and done strictly in

accordance with all laws and ordinances relating thereto and in compliance with all matters of record. All Alterations Tenant makes or installs, but excluding Tenant's movable trade fixtures, furniture and equipment, will become the property of Landlord and a part of the Building upon the expiration of this Lease and, unless Landlord requires Tenant to remove the Alterations and repair any damage caused by such removal by notifying Tenant at the time Landlord consents to the Alterations, Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord.

9. Signs. Tenant may, at its sole expense install exterior signs, and all such signs shall conform with the Premises' theme, and be subject to Landlord's written approval as set forth below. After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant. All signs are subject to the approval of the City of Garden City and written approval of Landlord. No sign shall be installed unless allowed by law and properly constructed and permitted. No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the interior of the Premises if visible from the exterior of the Premises or elsewhere in or on the Building except on any Building directory and the doors of Premises and such other areas as may be designated by Landlord and permitted by the Garden City . If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. Landlord shall have the right to prohibit any advertisement of or by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a high-quality office building, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. All signage permitted by Landlord shall be at Tenant's sole cost and expense.

10. Liens. Tenant shall not, and is granted no power in this Lease to, cloud or encumber Landlord's title to the Premises. Tenant shall not allow the lien of any contractor, subcontractor, laborer, or materialman to be a lien upon the Premises or upon the interest of Tenant created by this Lease. If such a lien is filed, Tenant shall, within 10 days after Landlord delivers notice of the filing of the lien to Tenant, either (a) pay the amount of the lien and cause the lien to be released of record or (b) diligently contest such lien, in which case Tenant shall nonetheless cause the lien to be released of record by posting adequate security with a court of competent jurisdiction as provided by applicable law. If Tenant fails to timely take either such action, then Landlord may pay the lien, and Tenant shall pay to Landlord any amounts paid to release the lien by Landlord, including reasonable expenses incurred to pay the lien, within 10 days after Landlord invoices Tenant for such amounts.

11. No Representations. Tenant acknowledges and agrees that: (a) Tenant has relied solely upon Tenant's independent inspection, investigation, and opinion of the Premises and its quality, value, suitability, and business potential for the contemplated use and (b) Tenant has not relied on any representation by Landlord or any agent of Landlord. Landlord is not liable for costs or damages should the Premises be determined for any reason to be unsuitable for Tenant's contemplated use. Tenant accepts the Premises in "as-is" condition.

12. Surrender of Possession. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean condition, ordinary wear and tear excepted, and shall remove or cause to be removed at Tenant's expense from the Premises, within 15 days of such surrender, any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, signs, furniture, movable partitions and any other property that were placed by Tenant and not permanently attached, to exclude playground equipment owned by Kids Kampus Learning Center 3, LLC to any part of the Premises (collectively, "**Tenant's Property**"). Tenant shall repair at Tenant's sole cost to Landlord's reasonable satisfaction, within 15 days of such surrender, any damage to the Premises caused by or in connection with the removal of Tenant's Property, including repairing the floor and patching and painting damaged or discolored walls. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on such delay.

13. Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord against any demands, claims, causes of action, or judgments and all loss, expense, and damage of any and every sort and kind, including reasonable costs of investigations and reasonable attorneys' fees and other reasonable costs of defense, for injury to person or property occurring on the Premises or arising out of Tenant's occupancy of the Premises, unless and to the extent caused by Landlord's gross negligence or intentional misconduct. Tenant, upon notice from Landlord, shall defend the same, at Tenant's expense, by counsel reasonably satisfactory to Landlord.

14. Prohibited Uses. Landlord shall lease or otherwise allow the use of any other property in the development for the following: Factory/Manufacturing or Industrial Uses, Landfill/Dump or Refuse Way Station, Gas Station, Dry Cleaner, Nail/Hair Salon, Auto Repair/Auto Painting Shop, Metalworking, Shooting Range, Copy/Print Shop, Farming or Agricultural Use, Maintenance and/or access to animals, Bars, nightclubs, retail alcohol or tobacco sales, or adult book/novelty store.

15. Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant (each an "**Event of Default**"):

a. Failure by Tenant to make any payment of Rent where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.

b. Failure to occupy the Premises or, once occupied, Tenant's abandonment of the Building or the Premises

c. The failure by Tenant to observe or perform any of the express covenants or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant. If the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion.

d. The existence of any material misrepresentation or omission in, correspondence or other information provided to Landlord by or on behalf of Tenant in connection with (a) Tenant's negotiation or execution of this Lease; (b) Landlord's evaluation of Tenant as a prospective tenant at the Property; (c) any proposed or attempted transfer of all or part of Tenant's interest in this Lease or change in ownership or control of Tenant; or (d) any consent or approval Tenant requests under this Lease.

e. Any of the following: (i) the making by Tenant of any general assignment for the benefit of creditors; (ii) the filing against Tenant of a petition under Section 303 of the Bankruptcy Code (unless the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

16. Remedies. Upon the occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy, may exercise any one or more of the following remedies:

a. Termination of right to possess. Landlord may terminate Tenant's right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant's obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant's right to possess the Premises) and Tenant continues to be obligated for and must pay all Rent as and when due under this Lease. If Landlord terminates Tenant's right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to but may relet all or any part of the Premises to a third party or parties for Tenant's account. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises.

b. Pay Rent. Tenant will continue to pay Rent when due under this Lease.

c. Reletting. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than Base Rent due hereunder; second, to the payment of any costs and expenses of such reletting and including, but not limited to, attorney's fees, advertising fees and brokerage fees and to the payment of any repairs, renovations, redecorating, remodeling, alterations and changes in the Premises; third, to the payment of Base Rent due and to become due hereunder, and, if after so applying said Rents there is any deficiency in the Base Rent to be paid by Tenant under this Lease, Tenant shall pay any deficiency to Landlord

monthly on the dates specified herein. Any payment made or suits brought to collect the amount of the deficiency for any month shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month.

The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability hereunder nor shall Landlord be liable for failure to relet or, in the event of reletting, for failure to collect the Base Rent thereof, and in no event shall Tenant be entitled to receive any excess of net Base Rents collected over sums payable by Tenant to Landlord hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default.

d. Terminate the Lease. Landlord may terminate this Lease. If this Lease is terminated by Landlord, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the present value of the Rent for the remaining portion of the Term (had the Term not been terminated prior to the date of expiration stated in the Base Lease Terms) plus the unamortized balance of any Rent abatements, brokers' fees and commissions, attorneys' fees and costs, and other costs incurred by Landlord to improve the Premises, discounted at a per annum rate equal to the discounted rate of the Federal Reserve Bank of San Francisco plus one percentage point. It is agreed by the parties that the actual damages which might be sustained by Landlord by reason of Tenant's default hereunder are uncertain and difficult to ascertain, and that the foregoing measure of damages is fair and reasonable

e. Self Help. Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this Lease. Tenant will pay to Landlord all sums Landlord pays and obligations Landlord incurs on Tenant's behalf under this Section.

f. Other Remedies. Any other right or remedy available to Landlord under this Lease, at law or in equity.

17. Costs. Tenant will reimburse and compensate Landlord on demand for any actual loss Landlord incurs in connection with, resulting from or related to an Event of Default, regardless whether suit is commenced or judgment is entered. Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, but not limited to, reasonable attorneys' fees and paralegal and other professional fees and expenses, Landlord incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Tenant, including, without limitation, any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy

18. Waiver and Release by Tenant. Tenant waives and releases all claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent allowable under the Laws, Tenant releases and will indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord from and against any and all claims occasioned by Landlord's lawful re-entry of the Premises and disposition of Tenant's property. No such reentry is to be considered or construed as a forcible entry by Landlord.

19. Rights and Remedies. All rights, options and remedies of Landlord and Tenant contained in this Lease or provided by law or in equity shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. No waiver of any default hereunder shall be implied from any acceptance by Landlord of any Rent or other charges due hereunder, or any omission by Landlord to take any action on account of such default, and no express waiver shall affect any default other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

20. Casualty. If the Premises is totally destroyed or damaged by fire or other casualty to the extent that the Premises cannot be used in the manner that they were being used, then at the written election of the Tenant delivered to Landlord within thirty (30) days after the occurrence of the casualty, this Lease shall terminate and the Rent shall be paid to the time of such casualty. In the event the Premises is totally or partially damaged or destroyed or rendered partially unfit for occupancy due to fire or other casualty and Tenant does not elect to terminate, then Tenant shall give immediate notice to Landlord. Landlord shall repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty, within a reasonable time after the fire or other casualty. Such repairs shall be made at Landlord's expense, including any expense in excess of insurance recovery. During this time, Landlord shall allow Tenant a proportional abatement of all Rent due and payable under this Lease to reflect that portion of the Premises which was damaged or destroyed, during the time the Premises are totally or partially unfit for occupancy.

21. Condemnation.

a. Complete Taking. If the whole of the Property, the Building or the Premises, or more than fifty percent (50%) of the Building or Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose so that a reasonable amount of reconstruction will not result in the Premises (or that portion of the Premises which remains) being reasonably suitable for Tenant's continued occupancy, in Landlord's reasonable discretion, this Lease and Tenant's rights hereunder shall terminate as of the date that possession of the Property, the Building, or the Premises is so taken (the "Date of the Taking"), and the Rent and other sums payable hereunder shall be prorated and adjusted as of the Date of the Taking.

b. Partial Taking. If less than fifty percent (50%) of the Building or Premises shall be so taken and the remaining part thereof after reconstruction is reasonably suited for Tenant's continued occupancy, this Lease shall be unaffected by such taking, except that Landlord may, at its option, terminate this Lease by giving Tenant notice within sixty (60) days after the Date of the Taking. In such event, this Lease shall terminate on the date that such notice from the Landlord to Tenant shall be given, and the Base Rent and other sums payable hereunder shall be prorated and adjusted as of such termination date. Upon a partial taking after which this Lease continues in force as to any part of the Premises, the Rent and other sums payable hereunder shall be adjusted according.

c. Award. Landlord shall be entitled to receive such portion of said award or awards or proceeds as shall represent compensation for the value of the Center, or any part thereof so taken and Tenant shall be entitled to receive such portion of said award or awards or proceeds for the value of its tenancy interest, if any and any amount for removal or relocation costs or damages to Tenant's business, personal property or any special damages of Tenant.

22. Change in Law. If at any time during the Term of this Lease, any applicable law, regulation, or ordinance is adopted or revised making it no longer economically feasible to continue to conduct its business in the Premises as it was immediately prior to said change of law, Tenant shall have the option to terminate this Lease upon one hundred twenty (120) days' notice to Landlord.

23. Holding Over. Unless Landlord and Tenant are negotiating in good faith to extend or renew this Lease, at the end of the Term, this Lease shall terminate.

24. Parking. The parking areas in front of Kids Kampus and on the side and back side of Kids Kampus will be available as a non-exclusive right for employees and patrons of Kids Kampus. There will not be a ratio or limit to the parking as it fluctuates depending on business needs. Tenant may exclusively use any parking space contained within its gated and fenced area as depicted on Exhibit "B" hereto.

25. Assignment. Except to a wholly owned subsidiary of Tenant, Tenant may not assign this Lease or sublet the Premises or any interest therein without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld.

26. Creditors/Estoppel Certificates.

a. Subordination. This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Building, is subject and subordinate to the lien of any mortgage, deed of trust, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancings thereof, and each advance (including future advances) made under any such instrument (collectively, "Mortgage"). Tenant, on Landlord's demand, will execute and deliver to Landlord or to any other person Landlord designates, within ten (10) business days, any commercially reasonable instruments, releases or other documents reasonably required to confirm the self-effectuating

subordination of this Lease as provided in this Section to the lien of any Mortgage. The lien of any existing or future Mortgage will not cover Tenant's moveable trade fixtures or other personal property of Tenant located in or on the Premises.

b. Atornment. If any ground lessor, holder of any Mortgage at a foreclosure sale or any other transferee acquires Landlord's interest in this Lease, the Premises or the Building, Tenant will attorn to the transferee or successor to Landlord's interest in this Lease, the Premises or the Building (as the case may be) and recognize such transferee or successor as landlord under this Lease. Tenant waives the protection of any statute or rule of law that gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

c. Estoppel Certificates. Landlord and Tenant agree that at any time upon not less than ten (10) days prior notice to the other, Landlord or Tenant will execute and acknowledge and deliver to the other a statement in writing certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modifications, (b) the date to which Rent and other charges have been paid and (c) that so far as the certifier knows, there is no default under the provisions of this Lease. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's or Tenant's interest, as the case may be, in this Lease or any prospective mortgagee or assignee of any mortgage upon such interest.

d. Quiet Enjoyment. In addition to any covenant implied by law, Landlord hereby covenants and agrees that, subject to Tenant's payment of the sums due hereunder in accordance with the terms hereof, and Tenant's compliance with all of the other terms, provisions and covenants herein, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises against any and all interference by the affirmative acts of Landlord, third parties controlled by Landlord, or its agents or employees acting within the course and scope of their agency or employment, and against any party claiming superior title to all or any part of the Premises by, through or under Landlord, but not otherwise. Landlord shall not be responsible to prevent interference with Tenant's possession by governmental authorities or third parties not controlled by Landlord, including, without limitation, any interference caused by public works projects in adjacent rights-of way.

27. Initial Improvements.

a. Tenant Improvements. Upon Landlord's review and approval of all plans and specifications, Tenant will construct, at Tenant's sole cost and expense with no cost to Landlord, a gate and access point for secured parking behind the Premises and a fence around the "Play Area" as depicted in Exhibit "B". (collectively, the "**Tenant Improvements**"). Tenant warrants the Tenant Improvements will be constructed to the Premises complies with all applicable regulations, codes, and ordinances, including those of the City of Boise, County of Ada and the State of Idaho. Tenant shall be responsible for obtaining any and building permits, temporary and permanent certificates of occupancy and

other governmental approvals required to construct the Tenant Improvements and to permit the occupancy of the Premises.

b. Tenant FF&E. Tenant is required to pay for all fixtures, furnishing and equipment required by Tenant in connection with Tenant's business. Landlord shall not be required to pay for any fixtures, furnishing and equipment required by Tenant in connection with Tenant's business and operations.

24. Liability of Landlord.

a. No Liability of Landlord. Landlord is not liable to Tenant, its employees, agents, invitees, licensees, customers, clients, family members, or guests for any damage, injury (including death), loss, compensation or claim, including claims for the interruption or loss of Tenant's business, based on, arising out of, or resulting from any cause whatsoever, including the following: repairs to any portion of the Premises or the Building; the negligence of Landlord or any of its servants, agents, contractors, or employees; interruption in the use of the Premises; any accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons) of elevators, or of the heating, air-conditioning, electrical, or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction of the Premises; any fire, explosion, falling plaster, steam, gas, robbery, theft, mysterious disappearance, or any other casualty; the actions of any other tenants of the Building or of any other person or persons; any failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder; any leakage in any part or portion of the Premises or the Building, or from water, rain, or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes, appliances, or plumbing work in the Property or from the roof, street or subsurface, or resulting from dampness or from any other cause of whatsoever nature. The occurrence of any of the foregoing items described in this Section is not an eviction, actual or constructive, of Tenant from the Premises and will not entitle Tenant to terminate this Lease or to an abatement, set-off, counterclaim against, or reduction of, any Rent payable hereunder. Any goods, property, or personal effects stored or placed by Tenant or its employees in or about the Premises or the Building are stored or place at Tenant's sole risk, and Landlord shall not in any manner be held responsible therefor. It is understood that the employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building for Tenant, and if any such employee receives any such package or articles, such employee will be acting as the agent of Tenant for such purposes and not as the employee or agent of Landlord. Notwithstanding the foregoing provisions of this Section, Landlord will not be released from liability to Tenant for any damage or injury caused by the gross negligence or willful misconduct of Landlord or its employees. In no event shall Tenant make any claim against Landlord for consequential, indirect, or punitive damages.

b. Extent of Landlord's Liability. Tenant shall look solely to Landlord's estate and interest in the Building for the satisfaction of any right or remedy of Tenant for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord. No other property or assets of Landlord, Landlord's agents, incorporators, shareholders, officers, directors, partners, members, managers, principals (disclosed or undisclosed), or affiliates are subject to levy, lien, execution, attachment, or

other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, or Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant.

29. Rights Reserved to Landlord. Landlord, with 48 hr notice during regular business days, may exercise at any time any of the following rights respecting the operation of the Building without liability to the Tenant of any kind :

a. Name. With 30 days written notice to Tenant, change the name or street address of the Building.

b. Signs. Install and maintain any signs on the exterior and in the interior of the Building that is not comprised of the Premises, and to approve at its reasonable discretion, before installation, any of Tenant's signs in the Premises visible from the common areas or the exterior of the Building.

c. Window Treatments. Approve, with approval from Tenant, before installation, any shades, blinds, ventilators or window treatments of any kind, as well as any lighting within the Premises that may be visible from the exterior of the Building or any interior common area.

d. Keys and Access. Retain and use passkeys to enter the Premises or any door within the Premises to inspect the Premises, to perform its obligations, or to make repairs, alterations, additions or improvements as permitted by this Lease, provided that Landlord: (a) provides reasonable advance written or oral notice to Tenant (except in emergencies) as detailed elsewhere in this Lease; and (b) takes reasonable steps to minimize any significant disruption to Tenant's use of the Premises and common areas and Tenant's business. Tenant shall not alter or add any lock or bolt without providing Landlord a key for such lock or bolt.

e. Show Premises. Show the Premises to prospective purchasers, brokers, lenders, investors, rating agencies, or others, or within the last 180 days of the Term, tenants, at any reasonable time upon at least 48 hours' prior notice.

30. General Provisions.

a. Time. Time is of the essence in this Lease.

b. Governing Law and Jurisdiction. This Lease shall be governed by and construed under the laws of the State of Idaho.

c. Entire Agreement. This Lease sets forth the parties' entire agreement and understanding relating to the subject matter in this Lease and merges all prior discussions between them. No modification of or amendment to this Lease, nor any waiver of any rights under this Lease, are effective unless in writing signed by the party to be charged.

d. Severability of Terms. If any of the provisions of this Lease or the application of any of the provisions of this Lease to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is involved or enforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

e. No Waiver. The failure of either party to insist upon a strict performance of any terms, conditions, and covenants in this Lease shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants in this Lease.

f. Force Majeure. Except as otherwise provided in this Lease, non-performance of either party (excluding the payment of money) will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the control and not caused by the negligence or intentional misconduct of the non-performing party. This includes a pandemic or government shutdown in which tenant is required to close its business. In this instance, the rent will not be due and will be prorated for the period of shutdown in the current month and will not be paid to landlord until the tenant is allowed to open doors again. Rent forbearance will be communicated with tenant and landlord during shutdown periods entirely.

g. Compliance with Laws and Regulations. Both parties shall, at their own expense, use their best efforts to comply with all applicable laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Tenant shall comply with any rules and regulations governing the Property provided such rules and regulations are delivered to Tenant in writing before the execution of this Lease. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Premises, provided a written copy of such changes are provided to Tenant in advance and such changes are not in conflict with this Lease.

h. Compliance with Americans with Disabilities Act. Landlord shall be responsible at its own cost for complying with the provisions of the Americans with Disabilities Act (b) or any similar Federal or State, county, municipal or other governing jurisdiction's statute, law, ordinance or code, as they may be amended from time to time, and the rules and regulations which may be adopted thereunder from time to time, as the same may be applicable to the Premises.

i. Legal Expenses. Unless otherwise provided in this Lease, the prevailing party in any legal action brought by one party against the other and related to this Lease shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its reasonable expenses, including court costs and reasonable attorney fees.

j. Heirs, Successors and Assigns. This Lease shall be binding upon the heirs, successors, and assigns of the parties.

k. No Recording. Neither this Lease nor any short form or memorandum of this Lease shall be recorded without Landlord's express written consent, which consent may be granted or withheld in Landlord's sole discretion.

l. Interpretation. For purposes of this Lease, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Lease as a whole. This Lease must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

m. Counterparts; Execution. This Lease may be executed in any number of separate counterparts (including by facsimile or other electronic means), and all counterparts taken together will constitute one and the same instrument. This Lease may be delivered by facsimile or other form of electronic delivery, and a facsimile, scanned, or other form of electronic copy of this Lease will be binding as an original. This Lease may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party's electronic signature is the legal equivalent of its manual signature on this Lease. Each party's use of a key pad, mouse, or other device to select one or more letters, characters, numbers, or other symbols in digital form incorporated in, attached to, or associated with an electronic document constitutes its signature ("**E-Signature**"), acceptance, and agreement as if actually signed by such party in writing. No certification of authority or other third party verification is necessary to validate a party's E-Signature and that the lack of such certification or third party verification will not affect the enforceability of its E-Signature.

n. Confidentiality. The existence and terms of the Lease shall be strictly confidential, and shall not be disclosed to third parties without the prior written consent of all other parties hereto. This shall not apply to disclosure to third parties as required by law, for the purpose of financial or tax reporting, to shareholders, to agents and employees of the parties, or to surveyors or title companies.

SIGNATURE PAGE FOLLOWS

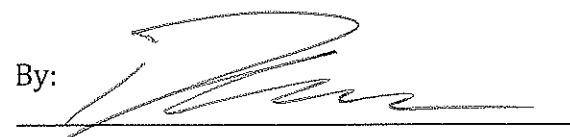
Landlord and Tenant are signing this Lease as of the Commencement Date.

TENANT:

LANDLORD:

8707 W STATE ST LLC

KIDS KAMPUS LEARNING CENTER 3, LLC., an Idaho limited liability company
an Idaho limited liability company

By: 

Name: Dustin Moore

Title: Owner/Managing Member

By: 

Name: Isaac Waitman

Title: Manager

EXHIBIT A
Legal Description of Property

STEINS	PAR	#1930	N'LY	POR	OF	LOT	12
#1930-B							SUB

EXHIBIT B
Depiction of Premises

