

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT, made this July 5, 2016, by and between Grand Teton Council (Lessor) and Alturas International Academy (Lessee):

In consideration of the mutual promises and covenants set forth below, Lessor and Lessee agree as follows:

1. PREMISES: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the interior space described as Suite 200 consisting of approximately 15,000 square feet situated on the second floor of the building located in Idaho Falls, Idaho, and described by its common address as 3950 South Yellowstone Hwy., Idaho Falls, Idaho 83402 (the Premises).

2. LEASE TERM: The term of this lease shall be one year commencing on July 1, 2016 and expiring on June 30, 2017

3. RENTAL:

a. The annual rental during the term of this lease shall be the sum of \$120,000 for the year payable at \$10,000 per month. Each monthly rental to be paid in advance, on the first day of each and every month during the term hereof. Said payments shall be made to Lessor at the following address:

Grand Teton Council
3910 S. Yellowstone Hwy.
Idaho Falls, Idaho 83402

b. Lessee shall pay to Lessor prior to taking possession of the premises, the sum of \$15,000 representing the first month's rental and a security deposit of \$5,000.

c. Lessee shall pay to Lessor as a late fee the sum of \$100 per day for each day after the fifth day of each month that any rental payment due and owing under this lease is not paid.

d. The terms of this lease are contingent on the approval of a conditional use permit from the City of Idaho Falls allowing the Lessor to operate the school on the Premises. If such permit is not approved the terms of this lease may be voided upon the request of the Lessee.

4. USE OF PREMISES: Lessee may use the premises for all lawful purposes and generally to do all other things necessary to carry on all business connected with Lessee's business activities.

5. COVENANTS OF LESSOR:

Lessor hereby covenants and agrees with Lessee as follows:

a. Lessee shall have quiet use and enjoyment of the Premises.

b. In the event the Premises are damaged or destroyed by causes other than Lessee's negligence, Lessor shall abate proportionately the monthly rent for that portion of the premises unusable by Lessee and shall abate in full the monthly rent if the entire Premises are unusable. In the event the entire Premises are destroyed or rendered unusable, Lessor shall have 30 days to repair or replace the Premises. If said repairs or replacement take longer than 30 days, this lease will be immediately terminated without prior notice at the option of Lessee.

6. COVENANTS OF LESSEE:

Lessee hereby covenants and agrees with Lessor as follows:

a. Lessee assumes all risk of loss and damage to any of its property and improvements moved in, upon, or stored upon the premises from any cause except such damage or loss caused by the negligence of the Lessor and Lessor's agents and employees. Lessee accepts the Premises in their present condition and "AS IS".

b. Lessee shall keep the Premises free from debris or any nuisance, and return the same, at the termination of the initial terms herein or any renewal or extension thereof, in as good condition as when received by it, usual wear and use, damage by the elements, structural defects not occasioned by the fault of Lessee, and acts of God and the public enemy, excepted.

c. Lessee shall comply with and conform to all federal, state and local laws and ordinances, and all regulations of any department thereof, relating to its use of the Premises.

d. Lessor shall be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises or the sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save Lessor harmless from all liability, loss, cost, and obligations on account of, or arising out of, such injuries or losses from any cause other than the negligence, fault or neglect of Lessor and Lessor's agents and employees.

e. Lessee shall, at Lessee's cost and expense, provide all supplies and labor, which may be required for maintenance and upkeep of the Premises and any equipment and fixtures on the Premises.

f. Lessee shall deliver over the Premises upon termination of the tenancy, or any extension or renewal thereof, or upon default in the payment of rent; and Lessor shall have the right to enter and take possession of the Premises, without process of law, upon breach by Lessee of any of the covenants herein set forth.

7. INSURANCE: Lessee covenants and agrees to obtain and maintain during the term hereof, at Lessee's expense, public liability insurance to protect against any liability incident to the use of or resulting from any accident occurring in or about the Premises, the minimum coverage under such insurance to be \$2,000,000 single limit coverage and tenant's insurance to cover any losses to Lessee's personal property and improvements.

8. UTILITIES: Lessee shall pay 50% of all water, gas, heat, light, power, telephone service, and all other service supplied to the Premises during the term hereof.

9. PROPERTY TAXES: Lessee shall pay 50% of all real property taxes and governmental assessments assessed on the Premises. Lessee covenants and agrees to pay, when due, all personal property taxes assessed against Lessee's personal property on and improvements to the Premises payable during the term of this lease.

10. BREACH OF LEASE: The breach by Lessor or Lessee of any covenant or agreement contained in any provision of this agreement shall constitute a material breach of this lease, and shall entitle the non-breaching party to terminate this lease; provided, however, that prior to such termination, the non-breaching party shall notify the breaching party, in writing, of the nature of the breach and shall grant the breaching party, a period of 15 days from the date of service of such notice to remedy or cease such breach, and upon such remedy or cessation by the breaching party within said 15 days, the non-breaching party shall waive the right to terminate for such breach if corrective actions are commenced within such period and diligently pursued to completion by the breaching party.

11. ALTERATIONS BY LESSEE: Lessee shall have the right to make alterations and improvements at Lessee's own expense to the Premises if such alterations or improvements shall be reasonably necessary for the effective operation of its business; provided, however, that without the written consent of Lessor, no alterations or improvements shall be made which shall materially or permanently affect future use or the structural condition of the Premises. Upon the termination of this lease, whether under the initial term or any renewal thereof, Lessee, at its option, may remove any alterations or improvements made by it to the Premises, provided that Lessee repairs any damage caused by such removal, and that upon the failure of Lessee to remove any alterations or improvements prior to termination, abandoned alterations and improvements shall become the property of Lessor. Any improvements that are fixtures to the Premises shall remain part of the Premises and become the property of Lessor.

12. ASSIGNMENT OR SUBLETTING: Lessee, with the prior written consent of Lessor, may sublet all or part of the Premises provided that in the event of a sublease, all terms, covenants and conditions of this lease shall continue to be in effect. In case of a sublease by Lessee, Lessee shall continue to remain liable and responsible for the due performance of all terms, covenants and conditions of this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without written consent of Lessor. Lessor shall have the right to assign its rights and interests under this lease provided that in the event of such assignment, all terms, covenants and conditions of this lease shall continue to be in effect. Lessor shall not unreasonably without consent to assignment or sublease by the Lessee.

13. NOTICES: Any notices which Lessor may desire or be required to serve upon Lessee shall be deemed served upon deposit in the United States mail, registered, postage prepaid, addressed to Lessee as follows:

Alturas International Academy
3950 S. Yellowstone Hwy, Suite 200
Idaho Falls ID 83402

And any notices which Lessee may desire or be required to serve upon Lessors shall be deemed served upon deposit in the United States mail, registered, postage prepaid, addressed to Lessor as follows:

Grand Teton Council
3910 S. Yellowstone Hwy.
Idaho Falls ID 83402

Either party may change its address for notice purposes by advising the other party in writing.

14. WAIVER: The waiver by Lessor or Lessee of any breach of any term covenants or condition herein contained shall not be deemed to be a waiver of such term, covenants or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

15. CHOICE OF LAW AND BINDING EFFECT: The laws of the state of Idaho shall govern this agreement with the district court in Bonneville County, Idaho being the venue

for any action to enforce this agreement. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement effective the date first above given.

LESSOR: GRAND TETON COUNCIL

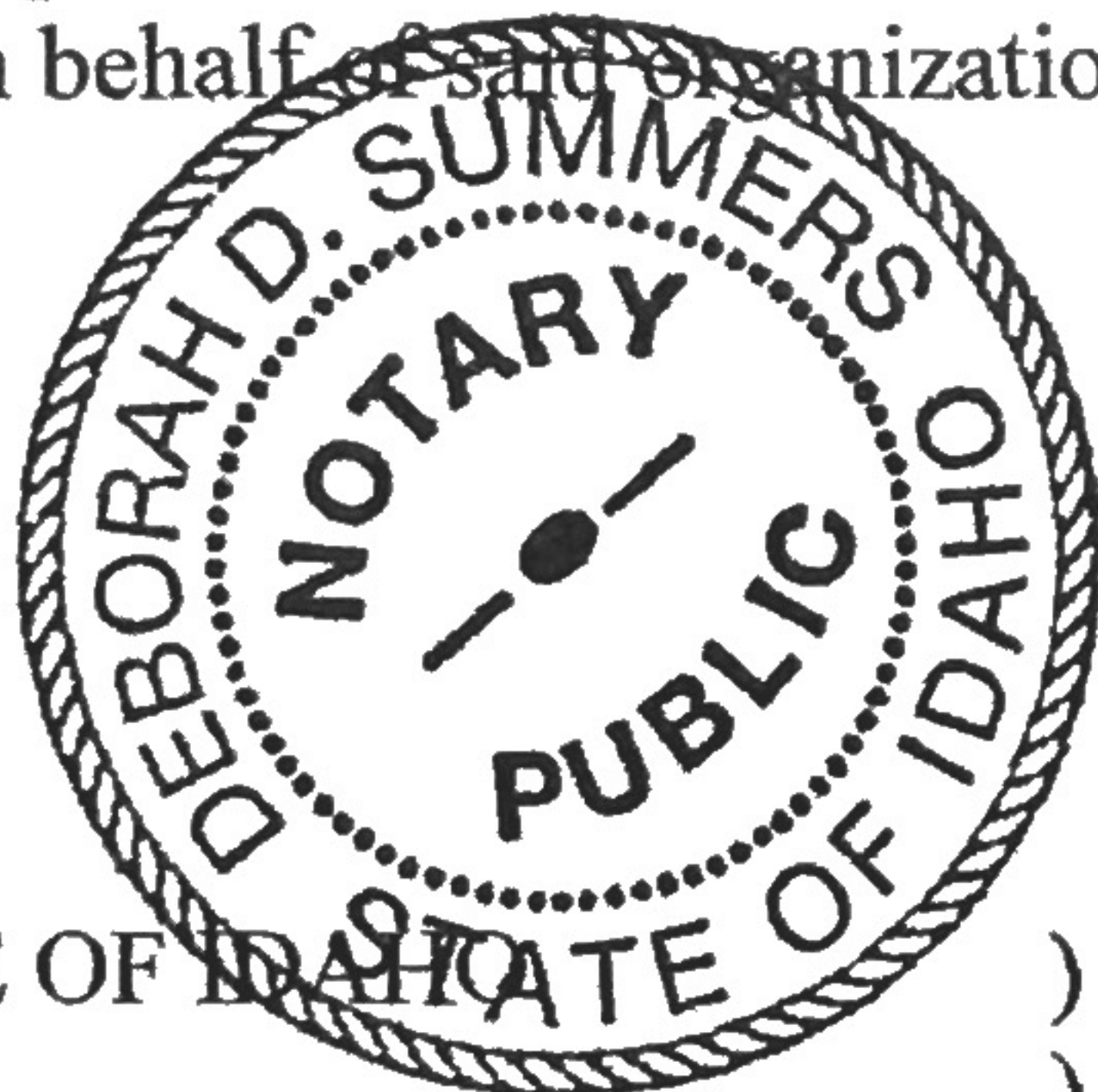
By: [Signature]

LESSEE: ALTURAS INTERNATIONAL ACADEMY

By: [Signature]

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 5th day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or proved to me to be the Scout Executive of the Grand Teton Council, and the person whose name is on foregoing instrument and acknowledged to me that he executed the same on behalf of said organization.



[Signature]
Notary Public for Idaho
Residing at Idaho Central Credit Union
My commission expires 27th May 2020
Deborah Summers
Bonneville Cty
Jan 30, 2021

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 6th day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or proved to me to be the President of Alturas International Academy and the person whose name is on the foregoing instrument and acknowledged to me to he executed the same on behalf of said corporation.



[Signature]
Notary Public for Idaho
Residing at Idaho Central Credit Union
My commission expires 27th May 2020