

BOISE AIRPORT TERMINAL SPACE LEASE
DNCTHS Boise Partners LLC

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BOISE AIRPORT TERMINAL SPACE LEASE
BASIC LEASE PROVISIONS
DNCTHS Boise Partners, LLC

Address: Boise Airport terminal building, 3201 Airport Way, Boise, ID 83705

Premises: First Floor, Pre-Security Rotunda, Rooms 1123-C and 1121-C, 296 sf

Initial Base Rent: \$667.48 per month

Base Rent Increases: Annually in July based upon February CPI

Operating Expenses: Lessee provides custodial, phones and data

Initial Term: Month to Month

Effective Date of Lease: December 1, 2019

Rent Commencement (Section 3.05): December 1, 2019

Security Deposit: N/A

Allowed Uses: Office and related uses

Notice Addresses:

Lessor: Boise Airport
Attn: Property/Contract Administrator
3201 Airport Way, Suite 1000
Boise, ID 83705

Lessee: DNCTHS Boise Partners, LLC
Attn: Bill Best, GM
3201 W. Airport Way, Ste 350
Boise, ID 83705

Total Due on Signing: \$667.48

BOISE AIRPORT TERMINAL SPACE LEASE
DNCTHS Boise Partners, LLC

THIS Terminal Space Lease Agreement (“Lease”) is entered into effective this 1st day of December 2019 (“Effective Date”) between the City of Boise (Department of Aviation), a municipal corporation formed and existing pursuant to Title 50, Idaho Code (“Lessor”) and DNCTHS Boise Partners, LLC (“Lessee”). Lessor and Lessee may be referred to herein as the “parties, or a “party” as the case may be.

In consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I – PREMISES

Subject to and on the terms, conditions, covenants, and agreements contained herein, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor approximately 296 square feet located within the Boise Airport terminal building located at 3201 Airport Way, Boise City, Ada County, Idaho as further described and shown on Exhibit A and hereinafter referred to as the "Premises".

ARTICLE II - TERM

2.01 Initial Term This lease shall be on a month to month term commencing December 1, 2019 and may be cancelled upon thirty (30) days written notice by either party. Nothing herein shall be construed as authorizing or allowing holding over of the Premises.

2.02 Holding Over. It is agreed and understood that any holding over by Lessee of the Premises at the expiration or earlier termination of this Lease, without the prior written consent of Lessor, shall operate and be construed as a tenancy from month to month at a rental of one and one-half times the current monthly rental. If Lessee holds over, Lessee shall be liable to Lessor for 150% of the then current base monthly rent, all

other rent, and all loss or damage on account of any holding over after the expiration or earlier termination of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or termination of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises or to use self-help as authorized by law. Notwithstanding the foregoing, holdover rent shall not be applicable to Lessee's month to month lease terms commencing on May 1, 2020 pursuant to the terms of Section 2.01 above, and holdover rent shall only be applied to the extent Lessee fails to vacate the Premises within thirty (30) days after notice of termination of such month-to-month lease.

ARTICLE III - RENT

3.01 Rent. For the purpose of computing the rent payments, Lessor and Lessee agree that the Leased Premises are comprised of approximately 296 square feet. Initially, the monthly rental for the Leased Premises will be \$667.48.

3.02 Rent Commencement Date. Payment of monthly rent by Lessee to Lessor shall commence on December 1, 2019.

3.03 Payment. Monthly rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease, without notice from Lessor. All rent payments provided herein shall be paid to Lessor at the following address: Airport Director's Office, Boise Airport, 3201 Airport Way, Suite 1000, Boise, Idaho 83705, unless Lessor otherwise notifies Lessee in writing of a different address.

3.04 Security Deposit. Waived

3.05 Rent Readjustment. The per square foot rental rate for non-signatory airline and non-airline terminal rent shall be adjusted on **July 1** of each year based upon the annual percentage increase of the February "Consumer Price Index" of the prior year.

The Consumer Price Index shall be the Revised Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84 = 100) or, if this Index is discontinued, any other renamed national index covering metropolitan areas. Written notice shall be provided to Lessee at least thirty (30) days prior to the adjustment.

3.06 Modification Charge. In the event Lessee requests an amendment or modification of the Lease, Lessee shall, in its next rental payment, include a \$100 fee for administrative expenses related to the development and review of the Amendment.

3.07 Unpaid Rent, Fees and Charges. Any installment of base rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due shall bear interest at the rate of eighteen percent (18%) per annum from the date when the same was due according to the terms of this Lease until paid by Lessee.

ARTICLE IV - OBLIGATIONS OF LESSOR

Lessee agrees that it takes the Premises from Lessor AS-IS, WHERE IS, and with all faults. Lessee understands the Premises are located within the Terminal building.

Lessor has no obligations whatsoever regarding the repair, operation, and/or maintenance of the Premises, other than those listed in this section. Lessor agrees that upon Lessee's payment of rent and performance of all of the covenants, conditions, and agreements herein set forth, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the terms hereby provided.

Lessor shall at its sole discretion, manage, operate, maintain, and keep in good order and repair the, the terminal building, public roadways, and walks of the Airport. Lessor shall provide the following services without additional charge except for extraordinary service charges:

- a. Repairs and replacement of the original lighting figures that are part of the building and originally installed by Lessor.

- b. Heating and air conditioning within the Premises through the system which is now in place or as may be modified by Lessor in the future. Any modifications made to the existing system by Lessee shall be approved by Lessor.
- c. Water service within the Terminal and the Premises. This shall not include plumbing fixtures (faucets, hot water dispensers, garbage disposals, clogged drains etc. within the Premises).
- d. Electrical service within the Terminal and the Premises. Lessor reserves the right to charge a fee for any excessive use of electricity in the Premises. Fees for the excepted electrical usage will be based upon actual usage as determined by meters or estimated based upon type of use. The rate is developed based upon actual costs to Lessor for electricity.
- e. Janitorial service and supplies to public areas of the terminal building, but not within the Premises.

ARTICLE V - OBLIGATIONS OF LESSEE

5.01 Net Lease. This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in this Lease. Lessee shall at all times:

- a. Keep, operate, maintain, repair the Premises as described below in Section 5.03.
- b. Pay all taxes, ad valorem taxes and similar taxes assessed against Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises, if any.
- c. Pay all casualty and liability insurance premiums required in accordance with Article VI.

5.02 Condition of Premises. As specified above, by taking possession of the Premises Lessee accepts the Premises AS-IS, WHERE IS and with all faults, and the Lessee shall be obligated at its sole cost and expense to perform any and all repairs, modifications or improvements to the Premises.

5.03 Maintenance of Premises. Lessee shall keep the Premises in a good state of repair and condition (normal wear and tear excepted), including keeping the Premises in a neat and orderly condition as determined by Lessor in its sole discretion, free from filth, overloading, danger of fire or any pest or nuisance, and in compliance with all federal, state and local laws. If any portion of the Premises or any system or equipment in the

Premises which Lessee is obligated to maintain or repair cannot be fully repaired or restored, Lessee will promptly replace such portion of the Premises or such system or equipment.

5.04 Tenant Improvements. Lessee shall not make any tenant improvement changes, including additions, deletions or removals, to the Premises without Lessor's prior written approval. Lessee shall keep the Premises lien free from any tenant improvement work or otherwise. Lessee shall obtain any and all permits required for the tenant improvements, and improvements shall be made in compliance with all Boise City building codes and regulations, and all other applicable federal, state and local laws.

5.05 Trash, Garbage, Etc. Lessee shall make suitable arrangements for the storage, collection, and removal of all trash, garbage and other refuse resulting from Lessee's activities on the Premises. Lessee shall not allow any trash or litter to accumulate on the Premises. Trash and recycle compactors are provided by Lessor for use by Lessee in common with other terminal tenants.

5.06 Permitted Uses. Lessee will not enter into any activities on the Premises other than those stated as follows without Lessor's prior written approval: Office, breakroom and associated uses.

The Lessee's use of the Premises must be in full compliance with all statutes, ordinances, laws, rules, regulations and restrictive covenants applicable to the Premises, including but not limited to compliance with environmental laws as described in Section 5.10. The Lessee shall comply with all rules and regulations of the National Fire Protection Association, the applicable Fire Rating Bureau and any similar body.

5.07 Right of Flight. Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the real property hereinafter described to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at Boise Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations. Lessor reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from

Boise Airport and the right to prevent any other use of said Premises which would constitute an airport hazard.

5.08 Prohibited Uses. The following uses shall not be permitted on the Premises at any time: anything constituting a nuisance; any residential use; hazardous material or hazardous waste. Additionally, the Lessee shall not maintain any item or do anything in or about the Premises which would cause the increase of insurance rates or make such insurance unobtainable.

5.09 Performance Standards. The Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions, including but not limited to:

- a. Hazardous Activities: No activity shall be conducted on the Premises that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining property, or that shall be illegal.
- b. Vibration or Shock: No vibration or shock perceptible to a person of normal sensibilities shall be permitted.
- c. Noise: No noise objectionable to a person of normal sensibilities shall be permitted.
- d. Air Pollution: Except for the operation of motor vehicles to, from, and on the Premises as incidental to the use thereof, the following requirements shall apply: (1) any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted; (2) any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Ada County Air Quality Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the Lease or which may be enacted during the term of the Lease; and/or (3) the emission of odors that are detectable at any point beyond the property line of the Premises shall not be permitted.
- e. Electronic or Radio Interference: No electrical, electronic, or radio

emissions shall be produced that will interfere, obstruct or adversely affect the operation of air navigation aids and Airport communications.

- f. Liquid or Solid Refuse and Waste: No liquid or solid refuse or waste shall be kept, stored, or allowed to accumulate on the Premises. No other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises shall be allowed.

5.10 Environmental Compliance. Lessee shall not permit any "hazardous substance," solid waste, or otherwise toxic substance in, on, around or under the Premises in violation of any Applicable Environmental Law. In the event any hazardous substances or solid wastes are discovered at any time which were caused by the Lessee in, under or about the Premises in violation of Applicable Environmental Laws, Lessee shall at Lessee's expense remove and dispose of the same in the manner required by all Applicable Environmental Laws and shall provide all relevant documentation received by Lessee during the course of the remediation. The term "hazardous substance" shall have the meaning specified in the Superfund Amendments and Reauthorization Act of 1986 ("SARA") and the term "solid waste" shall have the meaning specified in the Resource Conservation and Recovery Act of 1976 ("RCRA"); provided, to the extent that any other applicable laws of the United States of America or political subdivision thereof establish a meaning for "hazardous substance" or "solid waste" which is broader than that specified in either SARA or RCRA, such broader meaning shall apply and, in any event, the term "hazardous substance" shall include petroleum products. As used in this Lease, "Applicable Environmental Law" shall mean and include the following: any federal or state law, statute, ordinance, rule, regulation, order of any governmental authority pertaining to health, safety or the environment, including without limitation, any governing the Boise Airport's operations, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, SARA, RCRA, and the Occupational Safety and Health Act, as they may be amended from time to time. Lessee hereby agrees to indemnify, defend, protect, save and hold Lessor harmless from its use and occupancy and breach of the above as further described in Section 8.04.

ARTICLE VI – INSURANCE

6.01 Liability Insurance. Lessee shall maintain in force during the term of this Lease commercial general liability, bodily injury and property damage insurance in comprehensive form including but not limited to blanket contractual liability coverage for liability assumed under this Lease and all contracts relative to this Lease, products, completed operations liability for the duration of the Lease, independent contractors coverage, personal injury, airport liability, environmental liability, and broad form property damage with any excess liability in umbrella form, with such coverage and limits as reasonably may be required by Lessor from time to time, but in no event for less than the sum of One Million Dollars (\$1,000,000) combined single limit. The insurance shall be issued by an insurer licensed to do business in the State of Idaho.

If Lessee uses a motor vehicle in the operation of its business, it shall maintain in force during the term of this Lease, automobile liability insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage.

6.02 Property Insurance. Lessee shall maintain in force during this Lease a policy or policies of insurance covering loss or damage to the Premises, including any and all improvements, Lessee's own property, inventory, trade fixtures and furniture, and personal property of others, providing protection against all perils included in a Causes of Loss – Special Form policy (or successor) in the amount of their full replacement cost (i.e. the cost to replace without deduction for depreciation). Lessor shall not in any way be responsible for any of Lessee's property, inventory, trade fixtures and furniture, and personal property of others within the Lessee's care, custody or control.

6.03 Workers Compensation. Lessee shall maintain in force during the Term workers compensation coverage with limits consistent with the statutory requirements of the State of Idaho and include employer's liability coverage with minimum limits of: bodily injury by accident -\$500,000 each accident; bodily injury by disease - \$500,000 each employee; bodily injury by disease-\$500,000 policy limit. Lessee shall provide a certificate showing proof of said insurance coverage.

6.04 Policy Requirements. Concurrent with the execution of this Lease, Lessee shall provide proof of insurance coverage required in Sections 6.01 and 6.02, herein, by providing a certificate(s) of Lessee's insurance coverage, a copy of the declarations page of each insurance policy, and a copy of all endorsement(s) applicable to the insurance required herein. The certificate(s) of insurance, or endorsement(s) attached thereto, shall provide that: (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to Lessor; (b) Lessor, and its agents, officers, servants, and employees are named as additional insureds; (c) the policy shall be considered primary and non-contributory as regards any other insurance coverage Lessor may possess, including any self-insured retention or deductible Lessor may have, and any other insurance coverage Lessor may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis; and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company. Any deductibles must be declared in writing to and approved by Lessor. At the option of Lessor, either (a) Lessee shall reduce or eliminate such deductibles as respects Lessor; or (b) Lessee shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses (including attorneys' fees, court costs and expert fees). If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days, but in no event later than the effective date of cancellation, change or reduction, provide to Lessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, without further notice and at its option, Lessor may, in addition to all its other remedies, procure insurance coverage at Lessee's expense whereupon Lessee promptly shall reimburse Lessor for such expense. The Lessor reserves the right to modify its insurance requirements to reflect operational and

market conditions. In the event that Lessee shall at any time fail to provide Lessor with the insurance required herein, Lessor may immediately terminate this Lease. The limits of the Lessee's insurance policies shall not, in any manner, be deemed as a limitation to the Lessee's obligation to indemnify, protect, defend and hold harmless Lessor as specified in this Lease, except for the effect of any waiver of subrogation as provided below. The Lessee shall procure and maintain insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service.

6.05 Waiver of Subrogation. Each party's insurer waives all right of subrogation, and all rights based upon and assignment from its insured, against the other party, its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, and in the case of Lessee, its subtenants and their officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, in connection with any loss or damage thereby insured against; provided that the foregoing reference shall not be deemed a consent by Lessor to any sublease of the premises. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement. Notwithstanding any other provision of this Lease to the contrary, neither party to this Lease or its officers, directors, partners, members, managers, employees, agents, concessionaires, licenses and invitees shall be liable to the other for loss or damage covered by insurance required to be carried under this Lease, and each party to this Lease hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, concessionaires, licenses and invitees for injury or loss on account of such covered risks.

6.06 Damage and/or Destruction of Premises. If at any time during the term hereof, the Premises are destroyed or damaged, Lessor shall determine whether Lessee shall repair and/or rebuild the Premises at Lessee's cost. If Lessor determines not to rebuild, Lessor shall terminate this Lease in writing, effective as of the date of such occurrence. If Lessor elects that Lessee shall repair and/or rebuild, then this Lease shall

continue in full force and effect. If Lessor elects to repair or rebuild, Lessee shall continue the operation of its business on the Premises to the extent reasonably practicable from the standpoint of prudent business management. The rent payable hereunder for the period during which such damage, repair or restoration continue (or during the period when Lessee cannot conduct its business in the Premises, whichever is longer) shall be abated in proportion to the degree to which the Premises are rendered not leasable. Provided that rent is abated, Lessee waives any claims against Lessor for any damages suffered by Lessee by reason of any such damage, destruction, repair or restoration.

6.07 Construction Insurance Requirements. During construction of any improvements on the Premises, Lessee shall require contractors to secure, pay for and maintain all-risk, course of construction or special for builders risk insurance, covering risks of physical loss or damage to the Premises (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the project to construct the improvements) from perils including, but not limited to, fire, collapse, flood, earth movement, lightning, collapse, testing, debris removal, demolition and increased cost of construction, expediting expense, extra expense and all other perils not specifically included under a standard "all-risk" or special form builders risk policy. Such insurance shall cover all property during construction and testing, and shall include the Lessor, Lessee, design builder, consultants, contractors and subcontractors to the construction project as insureds. The policy shall be written on a replacement cost basis and shall contain and agreed amount endorsement waiving any coinsurance penalty.

Lessor shall require all of Lessee's consultants to maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

Proof of insurance listed in this section shall be provided to Lessor prior to commencement of construction.

ARTICLE VII - EXPIRATION, TERMINATION, ASSIGNMENT AND TRANSFER

7.01 Expiration. This Lease shall expire at the end of the term or any extension thereof.

7.02 Default. Any of the following shall be an event of default by Lessee:

- a. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after the due date;
- b. Hold over their tenancy beyond this Lease;
- c. Make any general assignment for the benefit of creditors;
- d. Abandon the Premises;
- e. Default in the performance of any of the covenants and conditions required herein (except rent payments which are addressed above) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default;
- f. Be adjudged a bankrupt in involuntary bankruptcy proceedings; and/or
- g. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, Lessor may, after complying with any procedures imposed by law, take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee, (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including reasonable attorney's fees, incurred by Lessor in doing so (whether paid by Lessor or not) shall be considered rent due on the date of the next regularly scheduled rent installment. Failure of Lessor to declare this Lease cancelled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

7.03 Lessor Remedies for Default. In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, Lessor shall have the following remedies:

a. Lessor shall have the right to terminate this Lease, including all of the right, title, and interest of Lessee hereunder. No notice in addition to the notice required by this Section hereinabove shall be required to effectuate Lessor's rights in this regard. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. In case of termination, the provisions of this Lease regarding indemnification, damages, fees and costs shall survive termination of the Lease;

b. Lessor shall have the right to sue for specific performance by Lessee of Lessee's obligations hereunder, together with expenses, damages, fees and costs incurred by Lessor;

c. Lessor shall have the right to collect from Lessee all expenses, costs, fees and damages reasonably incurred by Lessor as a result of Lessee's breach, including, but not limited to, reasonable costs of reletting and attorney's fees; and

d. Lessor shall have the right, without further notice to Lessee, to accelerate the rent due for the balance of the Lease term and to collect the present value of same from Lessee, less any mitigation thereof by Lessor; and/or

e. Lessor may enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee),

using such force as may be necessary and relet the Premises or any part thereof upon such terms and conditions as shall reasonably appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency. The aforesaid remedies, as well as any other remedies allowed by Idaho law, which are preserved in Lessor, shall be cumulative and non-exclusive, except as is otherwise prescribed by Idaho law. Any amounts due to Lessor under this Lease and not paid by Lessee when due shall bear interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is higher until paid.

7.04 Assignment and Transfer. Lessee shall not have the right to assign or transfer this Lease, or any interest in the Premises, without the prior written consent of Lessor, which approval may be withheld at the sole discretion of Lessor. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. §§101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

7.05 Subleasing. Subleasing is not allowed.

ARTICLE VIII - GENERAL PROVISIONS

8.01 Alterations/New Construction. Any structural alterations to the buildings, or improvements on the Premises, require Lessor's prior written consent. Lessee shall keep the Premises lien free at all times from mechanics' and materialman's liens. Lessee shall obtain any and all permits required for any improvements at Lessee's cost, and improvements shall be made in compliance with all Boise City building codes and regulations, and all other applicable laws. As a condition to any approval, Lessor may

require an amendment to the Lease that includes, but is not limited to, construction and landscaping standards (such as building-to-land ratios, drainage plans, etc.), additional insurance requirements, etc.

8.02 Improvements upon Termination or Expiration. Upon termination or expiration of the Lease, Lessee shall comply with this Section.

Lessee shall leave the Premises broom clean and in the same condition such Premises were at the time of this Lease, normal wear and tear excepted. Any remediation, repairs or other actions required to return the property to its required condition will be at Lessee's sole expense.

8.03 Signs. The number, size, design, and location of all signs displayed on the Premises shall be subject to approval by the Airport Director after review and approval as required by City code and any other authorized regulatory agencies and applicable law.

8.04 Indemnification of Lessor. To the extent not prohibited by law, Lessor and its respective officers, directors, officials, agents, employees and/or subdivisions (collectively the Lessor), shall not be liable for any damage, injury or death, either to person or property (including the loss of use thereof), of any nature whatsoever, which damage is sustained by Lessee, by persons claiming through Lessee, or any other third party; provided that the foregoing shall not apply to the extent that any damage, injury, or death is caused by the negligence, recklessness, or intentional misconduct of Lessor (i.e., if Lessor is only partially at fault for any damage, injury, or death, Lessor's liability shall be reduced in proportion to its fault). Lessee shall indemnify, protect, defend, save and hold harmless Lessor from and against any and all liabilities, losses, suits, claims, judgments, fines, losses, costs, expenses or demands, of any nature whatsoever (including court costs, expert fees and attorneys' fees), incurred in connection with Lessee's use or occupancy of the Premises at any time whether pursuant to this Lease or a previous lease with Lessor, including Lessee's breach of this Lease or any previous Lease between Lessee and Lessor in connection with the Premises, or as a result of any acts, omissions or negligence of Lessee, its officers, directors, officials, agents, employees, contractors, subcontractors, licensees and/or invitees (collectively, the Lessee), in, on or about the Premises. Should Lessor be named as a defendant, a party

or otherwise identified in any suit, action or demand brought against Lessee in connection with or arising out of an event covered by this indemnification provision, Lessee shall pay and/or otherwise compensate Lessor for Lessor's costs and expenses incurred in such suit, action or demand without limitation. Lessor shall give reasonable notice to Lessee of any such claims or actions. Lessee shall, in writing, notify Lessor of the counsel to be used in carrying out its obligations herein. Lessor shall be entitled to object to use of said counsel and shall give reasonable notice of any objection regarding the use of said counsel. Further, Lessee's agreement to indemnify Lessor is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Lessee pursuant to the provisions of this Lease. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this Lease.

8.05 Non-discrimination Covenant. Lessee, for himself, his heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

- a. That no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- b. That in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination.
- c. That Lessee shall use the premises in compliance with all applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A., Part 21, "Non-discrimination in Federally-assisted Programs of the Department of Transportation -Effectuation of Title VI of the Civil Rights Act of 1964". Lessee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27 and as all of the above said Regulations may be amended from time to time.

8.06 Subordination to Agreements with the United States. This Lease is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Lessor and the United States Government relative to the operation or maintenance of the Boise Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the Lessor for Boise Airport purposes, or the expenditure of federal funds for the improvement or the development of the Boise Airport, including the expenditure of federal funds for the development of the Boise Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time-to-time. Lessor covenants that it has no existing agreements with the United States government in conflict with the express provisions hereof.

8.07 Time is of the Essence. Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

8.08 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: Boise Airport
Attn: Property & Contract Administrator
3201 Airport Way, Suite 1000
Boise, Idaho 83705

LESSEE: DNCTHS Boise Partners, LLC
Attn: Bill Best, GM
3201 W. Airport Way, Ste 350
Boise, ID 83705

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this paragraph.

8.09 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the

prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

8.10 Agreement Made in Idaho. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in Ada County, Idaho.

8.11 Cumulative Rights and Remedies. All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

8.12 Interpretation. Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

8.13 Agreement Made in Writing. This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. This Lease may only be amended by a document signed by both parties. The recitals and exhibits are hereby incorporated herein by reference and made a part of this Lease.

8.14 Paragraph Headings. The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

8.15 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

8.16 Successors and Assigns. All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and

Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

8.17 Rules and Regulations. Lessee shall observe and comply with all Laws and Rules and Regulations governing the conduct and operation of the Boise Airport whether established and promulgated by Lessor, by the Boise Airport Commission, by a political subdivision of the State of Idaho having jurisdiction, by the State of Idaho, or by the United States and its agencies thereof. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

8.18 Taxes and Other Charges. Lessee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against Lessee or Lessor, with respect to the Premises, during the term of this Lease including any renewal periods. Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to Lessor such action will not adversely affect any right or interest of Lessor.


8.19 Authorization to Enter into Lease. If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Idaho, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

8.20 City Non-Discrimination Provision. Lessee promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, creed, national origin, ancestry, age or disability in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date stated above.

LESSOR:

BOISE CITY,
a municipal corporation formed and existing pursuant to Title 50, Idaho Code

By:  12/10/19
David H. Bieter
MAYOR

ATTEST:  12/10/19
Lynda Lowry
EX-OFFICIO CITY CLERK



LESSEE:

DNCTHS Boise Partners, LLC

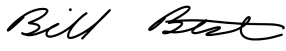
By 
Printed Name: Bill Best
Title: General Manager

EXHIBIT A

PREMISES DESCRIPTION
Boise Airport Terminal Building
First Floor
Pre-Security Rotunda
Rooms 1123-C and 1121-C
296 sf

