

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement, referred to as “Lease” is entered into on the date subscribed below between **TJ RANCHER PROPERTIES LLC, an Idaho limited liability company** (Landlord) and **Your Company, INC, a limited liability company** (Tenant), for the premises located at Twin Falls County, Idaho, and further described below, for a term of X months, to commence on October XX, 20XX and to end at 11:59 p.m. on September XX, 20XX (the “Term”). Upon mutual consideration and upon the terms and conditions set forth below, Landlord and Tenant agree as follows:

1. Premises. Landlord agrees to lease Tenant a fully furnished single family home of at least XXXX square feet in size. Landlord agrees that the Premises will be of modern construction, no more than ten years old, and located in a residential neighborhood of similarly aged homes. The Premises will be fully furnished with all customary furniture, appliances, fixtures, and accessories utilized for a single-family dwelling. A complete inventory will be provided by Landlord if requested by Tenant. The address of the Premises is XYZ, Twin Falls, Idaho 83301.

1.2 Landlord Representations and Warranties. Landlord represents and warrants that it has authority to enter into this Lease and has obtained all necessary consents and licenses needed to lease to Tenant the Premises, including Owner’s consent to sub- lease.

2. Individuals Occupying Property. Tenant is leasing the Premises for occupancy by its employees. Tenant shall keep Landlord reasonably informed as to the identity of the persons occupying the home by its permission. Tenant agrees to be responsible for all Tenant obligations pursuant to this Agreement and shall be liable for any breach of this Agreement by the persons it permits to occupy the Premises, including any damaged caused by Tenant’s invitees,

3. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. Homeowner Association. Tenant agrees that if the premises is located in a Homeowners Association that Tenant has received and reviewed a copy of the Association covenants, conditions and restrictions (CC&R’s), bylaws and rules and regulations of the community. Tenant further agrees that Tenant and occupant shall abide by all of the Association CC&R’s, bylaws and rules and regulations. Landlord will be responsible for all HOA fees and assessments other than those relating to fines incurred due to actions of Tenant. Tenant agrees that should there be a fine imposed upon Landlord resulting from the action of Tenant, Tenant’s occupants, Tenant’s guests or Tenant’s invitees, that Tenant shall pay such fine within five (5) days. If Tenant fails to pay such fine timely, such failure is a material default of this lease and all such fines shall be immediately payable to Landlord as additional rent and Tenant and occupants shall be subject to eviction.

5. Rent. Tenant agrees to pay to Landlord as rent for the leased premises the sum of \$XXXXXX/month on the 1st day of each calendar month, commencing on October XX, 20XX. Upon commencement of this lease agreement and prior to delivery of possession, pro-rated rent for the first month in the amount of XXX is due and shall be paid to Landlord. Rent for the succeeding months shall be paid by delivering the full amount to the address provided by Landlord. All fees for property management will be deducted from the monthly rent, with the remainder paid to property owner, where applicable.

5.1 Non-Sufficient Funds and Stopped Payments: In the event that any payment from the Tenant is returned to the Landlord unpaid as “Non-Sufficient Funds” or “Stopped Payment” or for any other reason, Tenant agrees to pay to Landlord all fees incurred by Landlord as additional rent, plus an additional fee for Landlord’s time and effort for office, banking, staff and accounting purposes. The additional fee shall be in the amount of \$20.00, which fee shall be additional rent and shall be due immediately upon notice to Tenant.

5.2 Payment Instrument & Non-Restrictive Nature: It is agreed that Landlord may accept late payments, partial payments, or payments with any restrictive writing in the “memo” section of the financial instrument or on the endorsement backside of the financial instrument without losing any of Landlord’s rights to evict for a breach of the lease agreement. This means that no payment, including those marked with “paid in full,” “accord and satisfaction” or with any other restrictive wording, shall not operate as an accord and satisfaction without the prior written consent of the Landlord.

5.3 Electronic Payment: Should the Landlord agree in a separate agreement that Tenant may deposit rent, and any other charges that are due, directly into Landlord’s bank account, all payments must be deposited timely when due and must be deposited in full. Should such an agreement be entered into, and should Tenant deposit any amount that is 1) not the full amount due, and/or 2) not deposited timely, then Tenant agrees that any such deposit is not an acceptance by the Landlord and Landlord retains the right to move forward with eviction proceedings as if no money was deposited at all. Tenant’s electronic deposit of a partial payment (or full payment during a cure period for a breach by Tenant) and/or other charges does not constitute a waiver of the Landlord’s right to refuse such partial payment.

6. Security/Damage Deposit. Upon commencement of this lease agreement and prior to delivery of possession, Tenant shall deliver to Landlord \$XXX as a security/damage deposit for the performance of the terms of this lease agreement by Tenant. Landlord will place the deposit in a separate account either used specifically for the Tenant's deposit or for all tenant deposits but shall not commingle with its general operating accounts. Landlord may apply the security/damage deposit to satisfy any default by Tenant, including but not limited to, the payment of past due rent, past due utilities, late charges, damages, liens against the property created by Tenant, or any attorney’s fees and costs incurred by Landlord to obtain possession of the premises, or to enforce its rights under this lease agreement.

Upon termination of this lease agreement, Landlord shall provide to Tenant, within fifteen (15) days, a written accounting of any charges made against the security deposit, signed by the landlord, and a refund of the balance of the security deposit, if a refund is due. In the event

Landlord applies the security deposit to cure default of the Tenant under the lease, Tenant shall immediately replenish the security deposit balance.

7. Other Services. Upon request, Landlord may provide other services to Tenant or Tenant's employees not otherwise described in this Agreement. Landlord will separately invoice Tenant for such services at the end of each month. Tenant shall pay such separate invoice charges within thirty days of receipt of an approved invoice. The separately invoiced sums shall be deemed additional rent, and failure to pay such additional rent within thirty days of invoicing shall be a breach of this Agreement and may be cause to institute eviction proceedings for failure to pay rent.

Examples of such other services shall include, but not be limited to, cleaning of premises (as needed and as requested), third party services (such as chef or catering services, area excursions, or rental of other desired vehicles or amenities).

8. Utilities. Landlord shall pay the charges for all utilities furnished or supplied to the leased premises. This provision applies to all charges for electricity, gas, water, garbage collection, sewer service, internet service, and cable television service. Provided, however, should Tenant cause the monthly expense for a utility service to exceed one hundred fifty percent (150%) of the average monthly cost for the preceding twelve-month period, Tenant agrees to pay to Landlord the amount exceeding one hundred fifty percent (150%) of the monthly average for the preceding twelve-month period. Landlord will invoice Tenant for such excess utility charge and Tenant shall pay such excess utility charge within thirty days of invoicing. The separately invoiced sums shall be deemed additional rent, and failure to pay such additional rent within thirty (30) days of invoicing shall be a breach of this Agreement and may be cause to institute eviction proceedings for failure to pay rent.

9. Use of Premises. The leased premises shall only be used as a residence by employees of Tenant. Tenant shall not permit other individuals to reside in the leased premises or to treat the leased premises as a residence. Tenant shall not misuse, waste, or neglect the leased premises. Tenant shall not use the premises for any business, commercial, immoral or unlawful use, except as contemplated by this Lease. Tenant shall not use or store hazardous or extremely flammable materials on the premises. The covenants contained in the paragraph herein, once breached cannot afterward be performed, and in that case, the lease may be terminated, and unlawful detainer proceedings may be commenced.

9.1 Kerosene Heaters, Propane and Gas and Appliances. Tenant agrees not to use any form of Kerosene, propane, gas, or liquid form space heater or any other device that uses such forms of fuel, in premises.

10. Covenants. Attached to this Residential Lease is a copy of the covenants and restrictions applicable to the residence, if any. Tenant agrees to comply with all covenants and restrictions applicable to the property and agrees that Tenant's breach or noncompliance is grounds for Landlord to terminate this lease agreement.

11. Animals. Tenant may permit its occupants to have dogs at the Premises, subject to the approval of Landlord in writing. Tenant shall be responsible for any damages caused by such animals and shall be invoiced for them as provided in Section 6 above.

12. Maintenance and Repair. Tenant shall be responsible for keeping the leased premises in clean and sanitary condition while occupied by its permitted residents. Landlord shall be responsible for snow removal, lawn mowing, and plant care, and a thorough deep cleaning of the carpets, floors, drapes, walls, bathrooms, kitchen and windows, as required. Landlord shall be responsible for the watering and care of the lawn at the leased premises. Except for minor routine cleaning of the leased premises, Landlord shall be responsible to maintain and repair the leased premises, including the roof system, walls, flooring system, plumbing, electrical, heating, and air conditioning systems of the residence. In the event Landlord determines that a maintenance or repair expense incurred as part of the obligation to maintain and repair the leased premises is a result of misuse, waste, or neglect of the Tenant, Landlord shall have the right to demand reimbursement of the maintenance and repair expense incurred within thirty (30) days of the date the repairs are completed, and the Landlord may apply the Tenant's security deposit towards the expense. In the event Tenant fails or refuses to reimburse the maintenance and repair expense upon terms agreeable to Landlord, Tenant shall be in default of this lease and Landlord shall be entitled to the remedies set forth herein.

Tenant shall make all requests for maintenance or repairs promptly and in writing.

Landlord is permitted access to the Premises at least once per week to perform lawn care and to service the hot tub/spa on the Premises.

13. Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to the leased premises or paint any part thereof without prior written consent of Landlord. Tenant shall not make any contract for construction, repair or improvement to the leased premises and shall not do anything to cause or permit filing of mechanic's or materialmen's liens against the leased premises. Tenant can request permission of Landlord for the making of alterations and improvements to the leased premises. Upon signed written approval of Landlord, Tenant shall be entitled to make only those alterations and improvements specifically permitted by Landlord, and Tenant shall not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies without providing in the contract or agreement that the contractor or contractors waive all right to a mechanic's or materialmen's lien.

14. Ownership of Alterations and Improvements. All alterations, changes and improvements built or placed on the leased premises, with the exception of Tenant's movable personal property, shall become the property of the Landlord and remain on the leased premises at the termination of this lease agreement.

15. Inspection. Landlord shall be entitled to access all areas of the leased premises for the purpose of inspecting, maintaining and repairing the leased premises or having a contractor perform the work deemed necessary by Landlord. Where scheduling permits, Landlord shall attempt to give Tenant at least twenty-four (24) hours advance notice.

Landlord has the absolute right to access all parts of the leased premises in the event that Landlord deems an emergency to exist that is necessary to avert damage or injury to the premises or to persons. Landlord also has the absolute right to post signs directing potential future Tenants to the property or advertising the property for sale and to show the premises to both prospective purchasers and tenants at all reasonable times.

16. Abandonment. Abandonment of the leased premises by Tenant shall be a breach of this lease agreement and entitle Landlord to his remedies as set forth in this lease and as provided by law. Landlord shall have the right to declare the premises abandoned upon Tenant's absence from the premises for more than thirty (30) days without prior notification to Landlord; the termination of electrical, water, sewer, or garbage service to the residence; or the removal of Tenant's household furniture and personal items from the residence. Upon the occurrence of one or more of the above or other conduct by Tenant that indicates abandonment of the premises, Landlord shall be entitled to declare the property abandoned and to regain possession. Landlord reserves a right of re-entry to the premises three (3) days after posting a notice of intent to retake possession on the door of the residence.

Landlord, at Landlord's discretion, may relet the leased premises for the whole or any part of the then unexpired term and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease agreement during the balance of the unexpired term, if this lease agreement had continued in force, and the net rent for such period realized by Landlord by means of the reletting.

All personal property remaining in or about the leased premises at the time that Tenant's tenancy ends by either expiration of the lease, termination of the lease, or abandonment of the premises, for more than three (3) days shall be abandoned personal property. Tenant surrenders all right, title and interest to the abandoned property and agrees that Landlord may keep, sell, or otherwise dispose of the abandoned personal property in Landlord's discretion. Tenant further agrees that Landlord shall be entitled to charge the expense of handling, storing, or otherwise disposing of abandoned personal property against Tenant's security deposit or to otherwise recover those expenses from Tenant.

17. Indemnification and Liability. Landlord and Owner shall indemnify, defend, and hold harmless Tenant and its subsidiaries, affiliates, agents, successors and permitted assigns and each of their respective officers, directors and employees against any and all losses, damages, liabilities, claims, actions, proceeding, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) ("Claims") relating to or arising out of Landlord's and Owner's negligence, willful misconduct, or breach of this Agreement (except to the extent such Losses arise out of Tenant's negligence, willful misconduct or breach of this Agreement).

Tenant shall indemnify, defend, and hold harmless Landlord and Owner and their subsidiaries, affiliates, agents, successors and permitted assigns and each of their respective officers, directors and employees against any and all Claims relating to or arising out of Tenant's

negligence, willful misconduct, or breach of this Agreement (except to the extent such Losses arise out of Landlord's or Owner's negligence, willful conduct or breach of this Agreement).

18. Destruction of Premises. Destruction of the premises during the term of the Agreement, not caused by the negligence or wrongdoing of Tenant, shall terminate the Agreement as of the date of destruction, and Tenant shall immediately surrender the leased premises to Landlord and pay rent only up to the time of surrender.

If the leased premises are damaged but are capable of being repaired within a reasonable time, Landlord shall have the option to repair the premises and shall only collect rent from Tenant proportional to the part of the premises that has remained of use and service to the Tenant. Tenant shall determine in its sole discretion whether the repairs can be made in a reasonable time and if determination is made that repair time is not reasonable shall have the right to terminate the Lease immediately upon written notice to Landlord.

19. Drug Free Property. Tenant, Tenant's family and Tenant's visitors or guests shall not possess, consume, manufacture or sell any illicit drug on the leased premises. Violation of this lease provision is grounds for immediate termination of the lease without notice. Tenant agrees that Landlord shall have the right to report evidence of drug-related activity to local law enforcement, and that the reporting of drug-related activity and the subsequent work of law enforcement shall not constitute interference with the Tenant's quiet use and enjoyment of the property.

20. Vehicles. Only vehicles maintained in operating condition and licensed may be parked on the leased premises. No disabled vehicles, trailers, campers or boats may be parked or located on the leased premises without Landlord's written permission.

If a vehicle, in the reasonable discretion of the Landlord, is inoperable; abandoned; un-maintained; unauthorized; unregistered; unlicensed, impedes the progress of vendors or utility providers; is being, or has been, repaired on the property; is parked on the grass, dirt or sidewalk, then that vehicle may be towed at the Tenant's expense without any additional notice or warning to Tenant, notwithstanding and superseding any city, state or county ordinance to the contrary, and Tenant agrees that Tenant shall have no right of recourse whatsoever against Landlord thereafter. Tenant's sole recourse shall be against the tow company that towed the vehicle. Should Tenant violate these rules more than one time, in addition to any other rights of Landlord, Tenant shall pay a non-refundable fee to Management in the amount of \$200.00 for each occurrence and such act shall be deemed a material breach of the lease agreement.

Owner's Recreational Vehicle which is or may be stored in the garage on the Premises will be the sole responsibility of Owner who shall maintain adequate insurance against theft, damage or any other loss or liability. If Owner plans to move the Recreational Vehicle it will provide reasonable advance notice to Tenant and Landlord. Owner will only store the Recreational Vehicle on the Premises and will not use the Premises to clean, maintain or otherwise use the Recreational Vehicle.

21. Gates. Any gate on the property is for the purpose of access only. There are no security gates. Any access gates may be removed by Landlord at any time. Tenant agrees not to rely on any access gate for any type of security or protection, as none is offered or provided.

22. Weapons. Weapons of any kind, including, but not limited to, dart guns, air guns, bb guns, slingshots, hand guns, rifles, or any mechanism that could be used to propel an object that could cause harm to person, place or thing, are not allowed on the premises outside of the home, are not allowed to be brandished on the premises outside of the home, are not allowed to be displayed or carried on the premises outside of the home, except in the case of self-defense or the need for immediate and imminent protection of Tenant's life or property, or that of self-defense or immediate and imminent protection of Tenant's, occupant's, or guest's life or property. Further, simply, safely and inconspicuously carrying legal weapons to or from automotive transportation, from or into the home, is permitted.

23 Pool/Spa. If there is a pool or spa on the premises, Tenant agrees to use the pool/spa in a responsible way and to ensure that Tenant's occupants, guests and invitees do the same. Tenant understands and agrees that a pool/spa carry with them the risk of injury and/or death. Tenant understands and agrees that no lifeguard is on duty and that Tenant, Tenant's occupants, guests and invitees use the pool/spa at their own risk. Landlord is not responsible in any way for injury or illness to any person or damage to property regarding the pool/spa. Tenant understands that there may not be a gate around the pool/spa and that Tenant takes full responsibility for the prevention and care of all that occupy or visit the property and to ensure their safety regarding the pool/spa. Tenant understands that Landlord's insurance does not cover Tenant, Tenant's occupants, guests or invitees in regard to the pool/spa or its use.

Landlord is responsible for routine maintenance and care of any pool/spa, including any necessary chemicals or additives required on a routine basis. Tenant is responsible for any additional or extraordinary expenses or maintenance caused by Tenant in utilization of the pool/spa. Extraordinary expenses related to the pool/spa will be separately invoiced to Tenant in accordance with Section 6 above.

24. Smoke Alarm. Tenant shall immediately report any malfunctions or failures of the smoke alarm to Landlord.

25. Default. In the event of default under any provision of this lease agreement, Landlord shall serve upon Tenant, in accordance with Idaho law, a three-day notice identifying the nature of the default unless a notice is not required by law. If the default may be cured by Tenant, and Tenant cures the default within the three-day period, then Tenant shall be entitled to save the lease. In the event Tenant does not or cannot cure the default, Landlord, at Landlord's option, may declare the termination of the lease agreement and obtain possession of the leased premises as permitted by Idaho law.

A Tenant's repeated late payment of rent or other financial obligations under the terms of the lease may be grounds for termination of the lease and eviction.

26. Waiver of Rights and Terms. Any failure by Landlord to enforce the terms of this agreement shall not constitute a waiver of said terms by Landlord. Landlord's acceptance of any portion of rent due before or after any default shall not be construed to remedy any default or waive any right of Landlord to affect any notice or legal action previously given or commenced.

27. Notices. Whenever notice is required by law or this Agreement to be given, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmed receipt), or guaranteed overnight courier to the Landlord at the following address:

TJ Rancher Properties LLC
Attention: Stephen Alger
1087 Easy Ave.
Twin Falls, ID 83301

and with respect to notice to Tenant, at:

Your Company, INC

with a copy to

General Counsel

Except in the case of an emergency, all communication must be in writing by both Landlord and Tenant to each other. E-mails, verbal discussions or other forms of communication shall be deemed undelivered to the other.

28. Attorneys' Fees and Costs. In the event of any controversy or claim concerning this Agreement, the prevailing party therein shall be entitled to recover from the other party, all its reasonable costs and expenses, including reasonable attorneys' and paralegals' fees. If Landlord engages an attorney, whether or not a legal action is brought against Tenant to enforce any covenant of this Agreement, or if Landlord engages any attorney for responding to or enforcing Landlord's rights regarding any breach of, any covenant, or condition herein contained, the Tenant agrees to pay all of Landlord's reasonable attorney, investigation fees, paralegal fees, secretarial fees, other charges or fees, including but not limited to, all costs of collection. Tenant agrees to pay Landlord for any collection efforts by or on behalf of Landlord and agrees that Landlord may also collect post judgment attorneys' fees and costs for any and all collection purposes, through the courts or otherwise, should Tenant fail to fulfill all of Tenant's obligations under this lease. Tenant also agrees that if Landlord pays, or agrees to pay a fee to any attorney or collection agency on the basis of an hourly rate for collecting any amount due to Landlord by Tenant regarding the Tenant's obligations hereunder, that Tenant shall be responsible for said fee and the Courts shall award the same in all pre-judgment and post-judgment processes and procedures. Furthermore, all amounts due, and owing shall accrue interest in the amount of five percent (5%) per annum from the date incurred. However, in no event shall Landlord have the right to collect double rent

from the Tenant. In that regard, it is agreed by the parties that liquidated damages, or any fee incurred by Tenant for a breach of the lease shall not be construed or interpreted by any court, or anyone else, as (nor) synonymous with “rent”. Landlord shall mitigate damages, but Tenant shall be responsible for any leasing commissions paid to re-rent the property, plus advertising and marketing fees, and costs of electricity and other utilities during the mitigation of damages period.

29. Breach of Agreement. Failure of Tenant to pay rent, any other charge provided under this agreement promptly when due, or to comply with any other term or condition of this agreement shall constitute a breach of this agreement and shall, at the option of Landlord, empower Landlord to terminate this agreement. Such termination does not terminate the Tenant’s obligation to pay rent for the balance of the lease term.

30. Renewal and Termination. By written agreement, Tenant and Landlord may renew this lease for additional terms, however, absent renewal of the lease at the end of the initial term referenced in this lease, this lease agreement shall continue for successive terms of one month and shall be terminable by either Landlord or Tenant upon delivery of a 30-day written notice of termination at least thirty (30) days prior to the next monthly rental payment. Provided, however, that Tenant may provide written notice of its election to terminate at the end of the initial Term at any time during the Term.

30.1 Notwithstanding any other terms of this lease providing for termination of this lease, should Tenant close on a purchase of the premises real property with the owner of the real property during the Term of this Lease, then this Lease will terminate as of the date of closing.

31. Tenant’s Duties upon Tenancy Termination. Upon termination of the tenancy for any reason, Tenant shall surrender and vacate the premises, including the removal of all the Tenant’s property. Upon or before departure, the Tenant shall return all keys and electronic entrance devices to Landlord and shall notify Landlord of the premises’ readiness for inspection.

32. Construction Conflict. This Lease is the result of negotiations between Landlord and Tenant, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Lease must be construed in accordance with their usual and customary meanings. Landlord and Tenant hereby waive the application of any rule of law which would otherwise be applicable that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed agreement or any earlier draft of the same.

33. Entire Agreement. This lease agreement constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

34. Severability. If any term or provision of this lease agreement shall to any extent be held invalid or unenforceable, the validity or enforceability of the remaining terms and provisions of this lease agreement shall not be affected, and each term and provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

35. Governing Law. This lease shall be construed and enforced in accordance with the laws of the State of Idaho.

36. Waiver of Jury Trial. Both parties irrevocably waive the right to a jury trial in the event of any unlawful detainer proceeding concerning this Agreement.

[Signatures on Following Page]

IN WITNESS of each other, each party to this lease agreement has caused it to be executed at on the date indicated below.

LANDLORD:

TJ Rancher Properties LLC, an Idaho Limited Liability Company

By: _____

Name: _____

Its: Owner, TJ Rancher Properties

Date: _____

TENANT:

By: _____

Name: ishant Ro

Its: hie o Strategic Operations

Date: _____