

LEASE AGREEMENT

Dated: May 14 2018

ARTICLE 1. - TERMS DEFINED

Each reference in this Lease to any of the following terms shall mean:

1. **Landlord:** CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation
2. **Landlord's Address:** 190 N. Litchfield Road, Goodyear, Arizona 85338
3. **Tenant:** Treasures 4 Teachers, an Arizona non-profit corporation
4. **Tenant's Address:** 3025 South 48th Street, Suite 101, Tempe, Arizona 85282
5. **Facility:** Team Shop at CITY OF GOODYEAR BALLPARK AND RECREATIONAL COMPLEX, located at 1933 S. Ballpark Way, Goodyear, Arizona 85338 "Facility".
6. **Premises:**
 1. Team Shop
 2. Family Restrooms
 3. Parking Lot (Portable Storage Unit Site)
7. **Term:** One (1) month
8. **Scheduled Term Commencement Date:** July 6, 2018
9. **Scheduled Term Expiration Date:** August 4, 2018
10. **Rent:** \$10 and other consideration as defined in Article 4 herein.
11. **Security Deposit:** NONE
12. **Use of Premises:** As defined in Article 5 herein.
13. **Common Areas:** Shall have the meaning ascribed in Article 7, Maintenance.
14. **Operating Expenses:** Shall have the meaning ascribed in Article 8, Operating Expenses.

ARTICLE 2. – PREMISES

Subject to all the terms and conditions of this Lease, Landlord hereby leases the Premises to Tenant.

ARTICLE 3. - TERM

This Lease shall commence on the Scheduled Term Commencement Date and shall continue for the Term, unless sooner terminated as herein provided.

ARTICLE 4. - RENT

Tenant shall pay the Ten Dollars (\$10.00) and not be charged a Monthly Rent on or before the Commencement Date for use of the Team Shop from July 6, 2018 to August 4, 2018. The Tenant as additional consideration, shall benefit the community by providing classroom teachers access to low or no cost supplies that include paper, writing tools, art supplies, cleaning supplies, etc. This service will help reduce the financial impact on educators and families by providing classroom supplies for the 2018/19 school year that will benefit the youth in Goodyear and surrounding West Valley cities.

ARTICLE 5. - USE OF PREMISES

Tenant shall use the Premises for the Permitted Uses and for no other purpose. The “Permitted Uses” shall be as designated for each space, as follows:

#	Room Name	Use
1.	Team Shop	Display and distribute teaching supplies
2.	Family Restrooms	Restroom
3.	Parking Lot	Portable Storage Unit (Site to be jointly agreed upon prior to placement)

Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy, or which may disturb the quiet enjoyment of tenants or occupiers of adjacent space. Tenant agrees not to deface or damage the Premises in any manner or overload the floors of the Premises. Tenant agrees not to use or permit the use of the Premises or any part thereof for any purpose prohibited by law, and Tenant agrees, at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the condition, use and occupancy of the Premises throughout the Term of this Lease, including without limitation governmental requirements pertaining to the

accessibility of the Premises to persons with disabilities. Tenant, upon demand of Landlord agrees to discontinue and thereafter refrain from making any unlawful use(s) of the Premises. Tenant's failure to operate the Premises in a lawful manner, if grounds for intervention by a governmental authority, shall constitute grounds for Landlord's termination of Tenant's right to occupy the Premises; and in the event such unlawful operation by Tenant additional results (at Landlord's election) in Landlord's termination of this Lease, Tenant shall indemnify and hold harmless Landlord for all brokerage commissions and all tenant improvement costs expended by Landlord in securing this Lease. Tenant also agrees to comply with and conform to all covenants, conditions and restrictions imposed upon the Premises, including without limitation, the Additional Conditions attached hereto as Exhibit "A" and the Rules and Regulations attached hereto as Exhibit "B". Tenant shall not suffer or permit any acts of omission or commission to be done on or about the Premises that will increase the existing rate of fire insurance. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises.

Tenant shall be responsible for all costs incurred in complying with any order, ruling or other requirement of any court of governmental body having jurisdiction over the Premises requiring Landlord to comply with any laws which relate to Hazardous Material created, handled, placed, stored, used, transported or disposed of by Tenant, including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, and Tenant shall diligently pursue to completion all such work required in connection with the same, excluding however any such costs relating to Hazardous Material on the Premises established to have been caused directly by use of the site by Landlord or any previous tenant.

Tenant shall and hereby does indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) and all foreseeable and unforeseeable consequential damages, whether known or unknown, which might directly or indirectly or in whole or in part be caused by, arise out of or be related to (a) Hazardous Material which was created, handled, placed, stored, used, transported or disposed of by Tenant or (b) Hazardous Material with respect to which any court, governmental body or agency having jurisdiction over the Premises holds Tenant responsible or otherwise requires Tenant to undertake any repair, cleanup, detoxification or other remedial action, excluding however Hazardous Material on the Premises established to have been caused directly by use of the site by Landlord or any previous tenant. As used herein, the term "Hazardous Material" means petroleum products, asbestos, and any other hazardous or toxic substance, material or waste, human and animal tissue and cells, that are now or become regulated by any local government's authority, the State of Arizona or the United States government prior to or during the term of this Lease, whether originating from the Premises or migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises.

ARTICLE 6. - IMPROVEMENT AND ALTERATIONS

Tenant shall not, without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion, make or allow to be made any structural alterations or improvements (together, "alterations") to the Premises, nor shall Tenant alter or remove any of Landlord's fixtures or equipment which may be installed on the Premises or the Common Areas. Any alterations made and trade fixtures will become part of the Premises and be the property of Landlord, unless Landlord requires Tenant to remove such alterations, upon expiration or earlier termination of the Lease. Tenant at Landlord's request shall at Tenant's sole expense remove at the conclusion of the Lease all cabling, wiring and associated apparati from the premises and surrounding areas installed by or at request of Tenant, whether for telephone, radio, television, data transmission or for any other reason.

Tenant shall keep the Premises free and clear of all liens of mechanics, materialmen or professional consultants, and all liens of a similar character, including judgment liens, arising out of or in any way connected with Tenant's use of the Premises and the permitted alteration thereof. Notice is hereby given that Tenant, in making any improvements or alterations to the Premises or doing any other acts in connection with Tenant's use and occupancy of the Premises, does not act as Landlord's agent or in any other representative capacity for Landlord, and neither Landlord nor the Premises shall be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof through or under Tenant, and no mechanics', materialmens' or professional consultants' liens for any such labor or materials shall attach to or affect the interest of Landlord in and to the Premises. In the event any such lien or encumbrance is filed against the Premises, Building or Common Areas as a result of Tenant's acts or omissions, Tenant shall, within ten (10) days after written notice thereof from Landlord, at Tenant's sole expense, obtain a surety bond and other items as may be required by Arizona Revised Statutes § 33-1004, or any other then applicable statute, to discharge the Premises from such lien or encumbrance. Without in any manner limiting Landlord's other rights and remedies hereunder, Landlord and Tenant hereby expressly agree that Landlord may specifically enforce Tenant's obligation to obtain any such bond or obtain such bond and invoice Tenant for Landlord's cost of doing same.

ARTICLE 7. - MAINTENANCE

Landlord shall keep and maintain in good order, condition and repair the structural elements of the Building and all parts of the Common Areas; provided, however, the cost of any maintenance or repairs necessitated by the negligence of Tenant, its agents, employees or invitees and performed by Landlord shall be reimbursed directly to Landlord by Tenant promptly upon demand. Common Areas shall mean all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the tenants, their employees, including by way of illustration but not limitation, retaining walls, fences, landscaped areas, parks, curbs, sidewalks, private roads, hallways, patios, service quarters, parking areas, all common areas.

Landlord reserves and shall at all times have the right to re-enter the Premises upon 24 hours prior notice to Tenant (except in an emergency) to perform Landlord's express obligations to maintain, repair and replace the structural components of the Building without abatement of

Monthly Rent or other charges hereunder. Landlord may for the purposes of such work erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises where reasonably required by the character of the work to be performed, provided that entrance to the Premises shall not be blocked. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by any such maintenance, repair or replacement work. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Monthly Rent or other charges hereunder be abated by reason of, interruption of use of any equipment caused by a failure of or reduction in utilities and services, irrespective of the cause thereof. Tenant agrees it shall be solely responsible to pay all connection fees, charges, taxes, assessments and related costs for separately metered or direct charge utilities and services. Tenant additionally agrees that Tenant will not install or operate in the Premises any heavy duty electrical equipment or machinery without first obtaining prior written consent of Landlord. Landlord shall not be liable for its failure to maintain comfortable atmospheric conditions in all or any portion of the Premises due to heat generated by any equipment, machinery or additional lighting installed by Tenant (with or without Landlord's consent) that exceeds design capabilities for the building housing the Premises. If Tenant desires additional cooling to offset excessive heat generated by such equipment or machinery, Tenant shall pay for auxiliary cooling equipment and its operating costs, including without limitation electricity, gas, oil and water, or for excess electrical consumption by the existing cooling system, as appropriate.

ARTICLE 8. - OPERATING EXPENSES

Landlord shall be responsible for the operation, management, maintenance, repair and replacement of the Facility and the improvements thereon, including without limitation the Common Areas, which costs shall include but not be limited to: (i) maintenance and repair of the buildings and other improvements on the Facility, (ii) maintenance and repair of the Common Areas, paving, repairing, resealing, and restriping the parking lot; (iii) utilities not separately metered or otherwise directly charged to Tenant; (iv) insurance as may from time to time be maintained by Landlord with respect to the Facility; (v) service contract for changing the air filters of the air conditioning and heating equipment (excluding evaporative coolers) on a periodic basis, (vi) reserves set aside for maintenance and repair of Buildings and Common Areas. viii) any other services to be provided by Landlord that are stated elsewhere in this Lease to be a Common Area Operating Expense, (ix) real property taxes, and all costs, expenses and fees paid or incurred by Landlord in connection with contesting real property taxes, along with transaction privilege taxes or other taxes relating to the Facility or the rents "Real property taxes" means all real property and other taxes, assessments, governmental charges, fees and levies, general and special, ordinary and extraordinary, foreseen as well as unforeseen, of every kind and nature (and all other fees or taxes which may be levied in lieu of any of the above) which are levied or assessed against the Facility, unless they are incurred due to Tenant's use of the Premises.

Tenant shall be responsible for those operating expenses specifically identified as Tenant requirements within the Lease and on attached Exhibit A and Exhibit B, including not limited to items such as; the Tenant's IT infrastructure needs, and stocking/restocking all restroom supplies.

ARTICLE 9. - PROPERTY INSURANCE

Landlord will maintain in force and effect throughout the Term a policy or policies of fire and extended coverage and all other perils of the Special Form insuring the improvements owned by Landlord on the Facility against damage from fire, vandalism, malicious mischief and other risks normally covered by such policy, or such broader or additional coverage as Landlord or Landlord's Lender may, in its sole discretion, require or consider appropriate and may include a rental loss endorsement to cover Landlord's loss of rental from the Facility. Tenant shall have no interest in or to any of the insurance policy or policies procured by Landlord or the proceeds thereof. The premiums for the fire and extended coverage insurance and any other reasonable insurance maintained by Landlord relating to the Facility shall be included as part of the Operating Expenses. Landlord may, at its option, self-insure for the coverage required herein.

Tenant shall be solely responsible for insuring its trade fixtures, goods, wares, merchandise and other personal property on the Premises. Tenant hereby agrees that Landlord shall not be liable for damage or injury to Tenant's business or any loss of income therefrom or for damage or injury to the trade fixtures, goods, wares, merchandise or other property of Tenant in or about the Premises regardless of whether such damage or injury is caused by or results from fire, electricity, gas, water or rain, wind, sun or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

Any policy or policies of property insurance obtained by either party in connection with the Premises shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Anything to the contrary in this Lease notwithstanding, neither party, nor its officers, directors, employees, agents or invitees, nor in case of Tenant any permitted assignees or subtenants, shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, when such loss is caused by any of the perils which are or could be insured against under a standard policy of insurance for fire, theft and all risk coverage, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees (this clause shall not apply, however, to any damage caused by intentionally wrongful actions or omissions). Provided, however, that if, by reason of the foregoing waiver, either party shall be unable to obtain any such insurance, such waiver shall be deemed not to have been made by such party and, provided, further, that if either party shall be unable to obtain any such insurance without the payment of any additional premium therefor, then, unless the party claiming the benefit of such waiver shall agree to pay such party for the cost of such additional premium within thirty (30) days after notice setting forth such requirement and the amount of the additional premium, such waiver shall be of no force and effect between such party and such claiming party. Each party shall use reasonable efforts to obtain such insurance from a company that does not charge an additional premium or, if that is not possible, one that charges the lowest additional premium. Each party shall give the other party notice at any time when it is unable to obtain insurance with such a waiver of subrogation without

the payment of an additional premium and the foregoing waiver shall be effective until thirty (30) days after notice is given. Each party represents that its current insurance policies allow such waiver.

ARTICLE 10. - LIABILITY INSURANCE

Tenant shall obtain with a company licensed to do business in the State of Arizona acceptable to Landlord and keep in force during the Term hereof public liability and property damage insurance insuring Landlord, Tenant and any mortgagee or trust deed beneficiary holding a lien against the Premises against any liability arising out of the ownership, use or occupancy of the Premises in a combined single limit of not less than \$2,000,000. Tenant will furnish Landlord prior to commencement of the Term with a certificate evidencing the fact that such insurance has been obtained and is in full force and effect, that Landlord, and any such mortgagee or beneficiary is an additional insured thereunder, and that such insurance cannot be canceled, subject to reduction or other modification without at least twenty (20) days prior notice to Landlord.

ARTICLE 11. - INDEMNIFICATION

Tenant shall (and hereby does) indemnify and hold harmless Landlord and Landlord's partners, officers, directors, agents and employees from and against any and all liability, loss, cost or expense which may arise from a third party claim respecting an incident which occurred within the Premises and which resulted in personal injury or property damage unless resulting from the grossly negligent acts or omissions of Landlord or of any of Landlord's partners, officers, directors, agents or employees. Landlord shall (and hereby does) indemnify and hold harmless Tenant and Tenant's partners, officers, directors, agents and employees from and against any and all liability, loss, cost or expense arising from a third party claim respecting an incident which occurred within the Common Areas and which resulted in personal injury or property damage unless resulting from the negligent acts or omissions of Tenant or of any of Tenant's partners, officers, directors, agents or employees. The indemnification obligations of each party under this Article shall be limited to a maximum liability of \$5,000,000 each. In case any action or proceeding is brought against Landlord or any of Landlord's partners, officers, directors, agents or employees and such claim is a claim from which Tenant is obligated to indemnify Landlord pursuant to this Article, upon notice from Landlord, Tenant shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord). The obligation of Tenant under this Article shall survive termination of this Lease. In case any action or proceeding is brought against Tenant or any of Tenant's partners, officers, directors, agents or employees and such claim is a claim from which Landlord is obligated to indemnify Tenant pursuant to this Article, upon notice from Tenant Landlord shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Tenant). The obligation of Landlord under this Article shall survive termination of this Lease.

ARTICLE 12. - CONDEMNATION AND CASUALTY

In the event of a total taking of the Premises by exercise of the right of condemnation or eminent domain, or conveyance in lieu thereof, this Lease shall terminate as of the date possession of the Premises is taken by the condemning authority. Landlord shall be entitled to any and all awards and payments on account of any such taking, and Tenant hereby assigns to Landlord all

right, title and interest it may have in any such award or payment; provided, however, Tenant shall be entitled to any portion of the award made for the taking of Tenant's trade fixtures and shall have the right to seek recovery of its reasonable out-of-pocket expenses of relocation.

In the event of a partial taking or a partial or total destruction of the Premises during the Term from any cause whatsoever, Landlord forthwith shall commence and diligently proceed to restore the same, unless Landlord shall elect to terminate this Lease as hereinafter set forth; provided, however, resulting awards, payment or insurance proceeds, if any, less any costs or expenses incurred in collecting or recovering the same, shall be first made available to Landlord by Landlord's lender for such restoration upon such condition or conditions as Landlord's lender may impose. Total or partial destruction shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of the Monthly Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of repairs interferes with the business carried on by Tenant within the Premises. Tenant hereby waives all rights under any law in existence during the Term authorizing the termination of the Lease upon complete or partial destruction of the Premises. If the damage or destruction occurs during the last two (2) years of the Term or during any extended term, or if Landlord's insurer or lender does not make such insurance proceeds available to Landlord within a reasonable time after a total destruction event, Landlord may elect to terminate this Lease by giving notice to Tenant within ninety (90) days after the occurrence of such destruction.

ARTICLE 13. - ACCEPTANCE AND SURRENDER OF PREMISES

By entry hereunder, Tenant accepts the Premises "as is," free from defects and in good, clean and sanitary order, condition and repair. On the last day of the Term, Tenant will surrender the Premises to Landlord in a state of good repair and in clean and sanitary condition, excepting only reasonable, ordinary wear and tear, and, if so requested by Landlord, shall remove all trade fixtures and cabling installed on the Premises by Tenant; provided, however, that Tenant shall fully repair damage of any kind or character occasioned by the removal of any such trade fixtures and cabling.

ARTICLE 14. - ENTRY BY LANDLORD

Landlord and its representatives shall have the right to enter the Premises at all reasonable times (upon at least 24 hours prior notice to Tenant whenever possible) except in the event of an emergency to inspect the same, and to post such reasonable notices thereat as Landlord may desire to protect its rights.

ARTICLE 15. - ASSIGNMENT AND SUBLETTING

Tenant shall not assign Tenant's rights or delegate Tenant's duties under this Lease, nor sublet all or any portion of the Premises, nor encumber or hypothecate the Premises, nor permit the use of all or any part of the Premises by persons other than Tenant, its employees and agents.

ARTICLE 16. - DEFAULT

If Tenant shall fail to pay any part of the Monthly Rent or Operating Expenses herein provided, or any other sum required by this Lease to be paid by Tenant at the times or in the manner provided and such failure shall continue for five (5) days after due, or if default shall be made in any of the other covenants or conditions on Tenant's part agreed to be performed, and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant, or if Tenant vacates or abandons the Premises, or if any proceedings under the Bankruptcy Act or any amendment thereto be commenced by Tenant, or if any such proceedings are commenced against Tenant and are not dismissed within ninety (90) days after commencement, or if Tenant is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on Tenant's leasehold estate hereby created and not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant and such receiver is not discharged with a period of fifteen (15) days after appointment, then Landlord, in addition to any other rights or remedies it may have whether under this Lease or at law or in equity at any time thereafter may either:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees. The worth at the time of award of the amount referred to in provision (iii) of the prior sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's default or breach of this Lease shall not waive Landlord's right to recover damages under this Paragraph. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period is required hereunder and was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required.

(b) Continue the Lease and Tenant's right to possession in effect after Tenant's breach and recover the Monthly Rent, Operating Expenses and other charges as they

become due. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect Landlord's interest under the Lease shall not constitute a termination of Tenant's right to possession.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona.

If this Lease is assigned by Tenant pursuant to the provisions of the Revised Bankruptcy Act, 11 U.S.C. Section 101, et seq., all consideration paid or payable in connection with such assignment shall be Landlord's exclusive property and paid or delivered to Landlord, and shall not constitute the property of Tenant or Tenant's estate in bankruptcy; and Landlord may proceed in federal bankruptcy court with an action to recover said sums. Any person or entity to which this Lease is assigned pursuant to the Revised Bankruptcy Act shall be deemed without further action or consent of the parties to have assumed all of Tenant's obligations under this Lease arising from and after the effective date of the assignment, including without limitation the obligation to conduct only the Permitted Uses at the Premises.

The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises. No act by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant.

In addition to the foregoing remedies, Landlord shall have the right but not the obligation to remedy any default of Tenant, including without limitation, Tenant's failure to perform its maintenance and repair obligations under Article 7, and Landlord's costs and expenses incurred in remedying any such default shall be payable by Tenant upon demand, together with interest on such costs and expenses at the rate of eighteen percent (18%) per annum from the date incurred until repaid.

Any agreement for free or abated rent or other charges, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon default under this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect; and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord without notice or demand. Notwithstanding any subsequent cure of said default which initiated the operation of this Article, the cure shall not be deemed a waiver by Landlord of the provisions of this Article unless specifically so stated in writing by Landlord at the time of such acceptance.

All remedies herein conferred upon Landlord shall be cumulative and not exclusive of any other remedy conferred herein or at law or in equity. If Tenant is in default, Landlord may prevent

removal of property from the Premises by any lawful means it deems necessary to protect its interests therein.

ARTICLE 17. – ATTORNEYS’ FEES

If any action shall be brought to recover Monthly Rent, Operating Expenses, or any other sum payable under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, the prevailing party shall be entitled to recover from the other party a reasonable attorneys’ fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 18. - HOLDING OVER

If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, except with the express written consent of Landlord, Tenant shall be considered to be occupying the Premises without claim of right and Tenant shall pay Landlord, and Landlord shall be entitled to recover from Tenant (a) all damages and costs arising out of loss of rental and any liability of third parties resulting from delay by Tenant in surrendering the Premises, plus (b) a charge for each day of occupancy equal to triple the rents payable (on a daily basis) by Tenant during the last month of the Term. In no event shall such holding over without Landlord’s written consent constitute a renewal or extension of the Term on any basis.

ARTICLE 19. - SUBORDINATION

Landlord expressly reserves the right at any time to place liens and encumbrances on and against the Premises superior or inferior in lien and effect to this Lease and the estate created hereby. This Lease, at the option of Landlord, shall be subject, subordinate and inferior to the lien and estate of any liens and encumbrances, and all renewals, extensions or replacements thereof now or hereafter imposed by Landlord upon the Premises. Tenant agrees to execute, acknowledge and deliver upon demand such further instrument or instruments subordinating this Lease to any such liens or encumbrances as shall be desired by Landlord, and if Tenant does not so execute, acknowledge and deliver same within ten (10) days of receipt of written request by Landlord, Tenant hereby irrevocably appoints Landlord its attorney in fact to execute and deliver any such instrument or instruments for or in the name of Tenant. Tenant also agrees from time to time, within ten (10) days of receipt of written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect, or if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications, (b) that Tenant has no defenses, offsets or counterclaims against its obligations to pay Monthly Rent and other monies hereunder and to perform its other covenants under this Lease, or if there are any defenses, offsets, counterclaims or defaults, setting forth the same in reasonable detail, (c) the dates to which the Monthly Rent has been paid and the amount of any Prepaid Rent and Security Deposit, and (d) any other matters reasonably requested for Tenant’s certification with respect to this Lease. If Tenant fails timely (as aforesaid) to deliver the estoppel Landlord may execute and deliver such estoppel for and on behalf of Tenant and for this purpose Tenant hereby appoints Landlord its attorney in fact. Any such statement delivered

pursuant to this Article may be relied upon by any prospective purchaser, mortgagee or trust deed beneficiary of the Premises or any prospective assignee of any mortgage or encumbrance upon the Premises. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns encumbering the Premises, Tenant shall attorn to the purchaser upon such foreclosure or sale and recognize such purchaser as the lessor under this Lease.

ARTICLE 20. - NOTICES

All notices or demands required to be given, made or sent hereunder shall be in writing and deemed to have been given when hand delivered or on the third (3rd) day after deposited in the United States mail, certified return receipt requested, postage prepaid and addressed to Landlord's Address or Tenant's Address, as the case may be. The address to which any notice or demand shall be given to either party may be changed by written notice given by such party to the other as above provided.

ARTICLE 21. – WAIVER AND COMPLIANCE WITH U.S.A. PATRIOT ACT

Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the same shall have become due shall not constitute a waiver by Landlord of the breach of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

Compliance with U.S.A. Patriot Act and Related Laws. Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in

Tenant is prohibited by law or Tenant is in violation of law. Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof. Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

ARTICLE 22. - CONSTRUCTION OF LEASE

This Lease, upon execution and delivery, shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant. Article headings are inserted for convenience only and are not to be construed as a part of this Lease or defining, limiting or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant and condition hereof. The neuter gender used herein includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. In the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Tenant shall not cause this Lease or any short form or notice thereof to be recorded without the prior written consent of Landlord. The submission of this document for review by Tenant or its agents shall not constitute an offer to lease the Premises and this document shall not bind Landlord until it is duly and appropriately executed and delivered by Landlord.

ARTICLE 23. - SUCCESSORS AND ASSIGNS

Subject to the provisions hereof, all of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of and shall apply to the respective heirs, executors, administrators, successors, assigns and legal representatives of Landlord and Tenant.

ARTICLE 24. - REASONABLE CONSENT; FORCE MAJEURE

Except as otherwise expressly set forth to the contrary in any provision of this Lease, Landlord agrees not to unreasonably withhold its approval of or consent to any act of Tenant where such approval or consent is required. "Force Majeure," as used herein, shall mean: an incident produced by physical cause which is irresistible; or a fact or accident which prudent humans cannot reasonably foresee and prevent, and strikes, riots, acts of God, shortages and/or unavailability of

labor or materials, war, governmental laws, regulations, or restrictions, terrorism, bioterrorism, or any other cause of any kind whatsoever that is beyond the reasonable control of Landlord.

ARTICLE 25. - GOVERNING LAW; VENUE

This Lease shall be governed by and construed in accordance with the laws of the State of Arizona, and venue for the determination of any dispute arising hereunder shall be appropriate only in Maricopa County, Arizona.

ARTICLE 26. - ENTIRE AGREEMENT

This Lease along with any exhibits hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises, and this Lease and its exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that any prior or contemporaneous representations or agreements made by and between themselves or their agents and representatives relative to the leasing of the Premises and not expressly set forth herein are revoked by this Lease.

ARTICLE 27. – MODIFIED NET LEASE

This Lease is entered into by Landlord for the express purpose of providing Landlord with Monthly Rent, free and clear of all Tenant incurred taxes, liens or impositions of any kind. In addition to Monthly Rent, and all other sums reserved hereunder to be paid by Tenant, Tenant agrees to pay any other charges, costs and expenses which arise during the Term in connection with Tenant's occupancy and use thereof, including without limitation, all charges and deposits payable in connection with separately-metered utilities and services.

ARTICLE 28. – COMMISSIONS

Each party represents and warrants that it has not entered into any contracts with any brokers or finders, or obligated itself to pay any real estate commissions or finders' fees on account of the execution of this Lease or the transaction contemplated hereby. Based on such representations and warranties, each party hereby agrees to indemnify, defend and hold the other party harmless from and against all claims, damages, expenses, liabilities, liens or judgments (including costs, expenses and attorneys' fees in defending the same) which arise on account of any claim made against the indemnifying party that real estate commissions or finders' fees are payable and have not been discharged in their entirety.

ARTICLE 29. - LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Lease, Tenant agrees and understands that Tenant shall look solely to the estate and property of Landlord in the Premises including, but not limited to, all rents, profits and proceeds therefrom, for the enforcement of a judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of default, breach or event of default of Landlord in performance of its obligations under this Lease, it being intended that there will be absolutely no personal liability on the part of

Landlord or of any other assets of Landlord or its investors or of Landlord's partners and further that the liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor. None of the foregoing shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such default, breach, or event of default, as this Tenant exculpation of liability of Landlord is to be absolute and without any exception whatsoever. Notwithstanding anything to the contrary contained in this Lease, in the event Landlord sells, assigns, transfers, or conveys its interest in the Premises, Landlord shall have no liability for any acts of omissions that occur after the date of said sale assignment, transfer, or conveyance.

ARTICLE 30. - HAZARDOUS MATERIALS

(a) Definition. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, any dangerous or poisonous substances, chemicals, drugs or materials, and including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials", "toxic substances", "dangerous substances", "poisonous substances" or "controlled substances" now or subsequently regulated, controlled or prohibited under any federal, state or local laws, statutes, ordinances, orders or regulations (collectively "Hazardous Materials Laws") including, without limitation, oil, petroleum-based products, paints, poisons, harmful drugs, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, human and animal tissue or cells, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

(b) General Prohibition. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Facility by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees, except only for such Hazardous Material as is necessary to and commonly used in Tenant's business and the industry with which Tenant's business is associated, as Tenant is licensed and legally authorized to handle and as is permitted under and subject to the terms and conditions of this Lease including without limitation the Permitted Use of the Premises set forth in this Lease. Any Hazardous Material necessary to Tenant's business as permitted by and subject to the permitted use set forth above in this Lease shall in each and every instance be utilized, handled, transported, stored, used, held and disposed of in a safe, harmless, nontoxic and proper manner and in a manner which complies with all Hazardous Materials Laws whether now or hereafter existing. Tenant shall and does hereby indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse

effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of any of the provisions, terms or agreements of this Article by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees.

(c) Notice. In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Facility requires the removal or disposal of such Hazardous Materials, or any remediation of any discharge of or contamination by any Hazardous Materials, Tenant shall be solely responsible for removing those Hazardous Materials or remediating any unlawful discharge or contamination of or from any Hazardous Materials arising out of or related to the use or occupancy of the Premises or Facility by Tenant or its affiliates, agents, employees, contractors, sublessees, assignees or invitees. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Premises or the Facility without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to protect Landlord's interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge, disposal or contamination of or by any Hazardous Material in, on or under the Premises, the Facility or any portion thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials Laws; (iii) any claim made or threatened by any person against Tenant, the Premises, or the Facility relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under or about or removed from the Premises or the Facility, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Facility or Tenant's use or occupancy thereof.

(d) Inspection and Compliance. Without limiting the foregoing indemnity, Tenant shall be responsible to pay for, or reimburse Landlord for, the cost of any investigations, studies, cleanup or corrective action initiated or undertaken on account of any action or inaction of Tenant in violation of any Hazardous Materials Laws at or affecting the Premises and/or Facility. Further, Landlord reserves the right to enter into and upon the Premises from time to time with or without notice for purposes of inspecting, reviewing, analyzing or checking the Premises and in the event that Landlord shall determine the same to be necessary or desirable, Landlord may from time to time commission and cause to be made or conducted at Tenant's expense such studies, reports, tests, samples, inspections, monitorings, remediations, removals and/or disposals of or relating to Hazardous Materials or actual, threatened or potential contamination by or from Hazardous Materials as Landlord shall deem reasonably necessary.

(e) Representation and Warranty. Tenant hereby represents and warrants to Landlord that (i) neither Tenant nor any of its legal predecessors or affiliates has been required by any prior landlord, lender, or governmental or quasi-governmental entity at any time to take remedial action in connection with the contamination of a property with Hazardous Materials, which contamination was permitted or caused by Tenant or such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question; and (ii) Tenant is not currently

subject to any enforcement order issued by any governmental or quasi-governmental entity in connection with the contamination with, or use, storage, handling, treatment, generation, release, or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any governmental or quasi-governmental entity.) If Landlord determines that Tenant's representations and warranties contained in this Article were not true as of the date of this Lease, then Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(f) Disclosure. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its use of the Premises, Tenant agrees to deliver to Landlord at least thirty (30) days prior to the Scheduled Term Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated, released, or disposed of on or from the Premises, and setting forth any and all governmental or quasi-governmental approvals and/or permits required in connection with the presence, use, storage, handling, treatment, generation, release, or disposal of such Hazardous Materials on or from the Premises.

(g) Survival. The respective rights and obligations of Landlord and Tenant under this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 31. - LANDLORD'S TITLE AND AUTHORITY; NON-DISTURBANCE AND QUIET ENJOYMENT

Landlord covenants, represents and warrants that it has good title in fee simple to the Facility and that it has full right and authority to enter into and perform Landlord's obligations under the Lease without the consent or approval of any other entity or person. Landlord covenants and agrees that Tenant, upon paying the rent and performing all the other obligations on Tenant's part to be performed hereunder, may peaceably and quietly have, hold and enjoy the Premises for the term hereof without disturbance or hindrance from the Landlord or any person claiming by, through or under Landlord, subject to the provisions of this Lease.

ARTICLE 32. - EVENT OF BANKRUPTCY OF TENANT

(a) Upon occurrence of an Event of Bankruptcy, Landlord shall have the right to terminate this Lease by giving written notice to Tenant; provided, however, that this Article 32 shall have no effect while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant or its Trustee is unable to comply with the provisions below. At all other times this Lease shall automatically cease and terminate, and Tenant shall be immediately obligated to quit the Premises upon the giving of notice pursuant to this Article. Any other notice to quit, or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the rights of Landlord to recover from Tenant all rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any other monetary damages or loss of reserved rent sustained by Landlord. Upon termination of this Lease pursuant to this Article, Landlord may

proceed to recover possession under and by virtue of the provisions of the laws of any applicable jurisdiction, or by such other proceedings, including re-entry and possession, as may be applicable.

(b) In the event Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to this Article shall be subject to the rights of the Trustee in Bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee (x) promptly cures all defaults under this Lease, (y) promptly compensates Landlord for monetary damages incurred as a result of such default, and (z) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee Tenant.

Landlord and Tenant hereby agree that adequate assurance of future performance, as used in this Article (b), shall mean that all of the following minimum criteria must be met: (i) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of Monthly Rent due under this Lease; (ii) both the average and median of Tenant's gross receipts in the ordinary course of business during the six-month period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of Monthly Rent due under this Lease; (iii) Tenant must pay its estimated pro rata share of the cost of all services provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of the Monthly Rent) in advance of the performance or provision of such services; (iv) the Trustee must agree that Tenant's business shall be conducted in a first class manner, and that no liquidating sales, auctions, or other non-first class business operations shall be conducted on the Premises; (v) the Trustee must agree that the use of the Premises as stated in this Lease will remain unchanged and that only the Permitted Uses shall be allowed; and (vi) the Trustee must agree that the assumption or assignment of this Lease will not violate or affect the rights of other tenants at the Property. In the event Tenant is unable to (a) cure its defaults, (b) reimburse the Landlord for its monetary damages, (c) pay the rent due under this Lease, and all other payments required of Tenant under this Lease on time (or within five (5) days, or (d) meet the criteria and obligations imposed by this Article (b), Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with this Article.

ARTICLE 33. - A.R.S. § 38-511

This Lease and all amendments are subject to cancellation pursuant to A.R.S. § 38-511.

Signatures and Exhibits on Following Pages

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement by duly authorized persons the day and year first above written.

LANDLORD:
CITY OF GOODYEAR, ARIZONA., an
Arizona municipal corporation

TENANT:
Treasures 4 Teachers, an Arizona non-profit
corporation

By _____
Julie Arendall, City Manager

By _____

Print name and title

STATE OF _____)
_____) ss.
County of _____)

The foregoing Lease Agreement was acknowledged before me for the purposes therein contained this _____ day of _____, 20__, by _____, the _____ of _____, for the purposes therein contained.

My Commission Expires:

Notary Public

STATE OF ARIZONA)
_____) ss.
County of Maricopa)

The foregoing Lease Agreement was acknowledged before me for the purposes therein contained this _____ day of _____, 20__, by Julie Arendall, City Manager of the CITY OF GOODYEAR, ARZONIA, an Arizona municipal corporation.

My Commission Expires:

Notary Public

EXHIBIT "A"
ADDITIONAL CONDITIONS

The attached Lease is made and entered into as of this _____ day of May, 2018, by and between the CITY OF GOODYEAR, Arizona, an Arizona municipal corporation, as Landlord, and, Treasures 4 Teachers, an Arizona non-profit corporation as Tenant, of which this Exhibit "A" to the Lease is made a part, is supplemented as follows:

- Tenant will be responsible for all their IT infrastructure needs at the Premises which includes phone, data, and wireless.
- Tenant will be responsible for and shall clean the areas in the Premises on a minimum of a weekly basis.
- Tenant shall deep clean and sanitize all areas of the Premises upon conclusion of use period (restrooms, floors, carpet, etc.).
- Tenant will order and be responsible for stocking restroom supplies (paper towels, toilet paper, and soap).
- Landlord will not be providing any security beyond normal operations, which is limited to existing cameras and access management through keys and card access. Tenant shall be required to provide any additional security they deem necessary to secure their trade fixtures, goods, wares, merchandise and other personal property on the Premises.

EXHIBIT "B"

RULES AND REGULATIONS

Tenant Responsibilities. Tenant shall ensure that all staff and guests/attendees during the Term of the Lease comply with this Lease and the Rules and Regulations for the Goodyear Ballpark and Recreational Complex ("Rules"). To the extent any inconsistency exists between the Rules and this Agreement, the terms of this Agreement shall apply. Tenant acknowledges and agrees the Premises may be rented to multiple users simultaneously. Tenant's activities shall be contained and restricted to the Premises as described herein. Tenant shall designate a responsible person over 21 years of age to supervise the Premises, Tenant's staff, and guests during the Term of Lease to ensure compliance with the following Rules:

PREMISES RULES

- a. Before leaving the Facility after each use, ensure that all persons/guests who do not have a special additional right to continue to use the Facility leave the Facility and the Facility is fully secured with all doors and gates locked.
- b. Ensure all staff are provided sufficient training to perform the tasks Tenant assigns.
- c. Ensure all Rules are enforced as to Tenant and any and all of Tenant's employees, staff, and event guests.
- d. Remove uncooperative persons or persons conducting themselves in a disruptive manner from the Premises immediately.
- e. Ensure that Tenant and its staff examine and inspect the Premises and adjacent areas to be utilized for any premises defects, hazards, or circumstances that may cause injury or are incompatible with the Use of Premises prior to each use.
- f. Immediately notify the Ballpark Manager or designee ("Manager") verbally and in writing of any premise defect, hazard, or hazardous condition or circumstances identified.
- g. No business may be conducted or engaged at the Premises or performed in conjunction with the Use of Premises that is a violation of existing state, federal, or local law or in such a manner as to constitute a nuisance.
- h. Tenant shall not permit, suffer, or allow the following to be committed on the Premises: (i) disruptive or lewd, obscene, or offensive behavior; (ii) the use, possession, or distribution of any pornographic material, marijuana, or illegal/non-prescribed drug(s); and (iii) illegal acts. Sexually oriented behavior is strictly prohibited.
- i. Ensure Tenant, its staff and attendees do not interfere with any other use of Facility not rented by the Tenant.
- j. Ensure there is no digging, staking, drilling, trenching, construction, or other alteration of any building, structure, Facility, or field unless specifically authorized in this Agreement.
- k. No nails, staples, tacks, tape, or other adhesives may be used on the walls or on any Facility's surface.
- l. No smoking is allowed anywhere within the Facility.

- m. Ensure all portions of sidewalks, doors, passages, halls, stairways, and any and all ingress and egress to the Facility is free and unobstructed by Tenant.
 - n. No one shall bring, exhibit, or set off fireworks or explosives in or about the Facility without the prior written consent of the Manager, FAA, and Landlord.
 - o. No one shall enter any area in the Facility unless so authorized by this Agreement.
9. License/Permits. Tenant shall be responsible for obtaining and paying for any and all fees, licenses, and permits required by any governmental authority for the Lease Term, and any activities conducted during the Lease Term.
10. Sign, Posters, and Literature. Signs/posters may only be posted on and in areas provided for such use as designated by the Manager. All signs, advertisements, show cards, and posters must relate to a specific event and the manner and method of the display must be approved by the Manager.
11. Compliance with Law. User shall comply with all federal, state, and local law and rules (includes City, and Major League Baseball rules and regulations, if applicable), and fire and safety regulations.
12. Sound Decibel Policy. User recognizes and acknowledges that the sound levels for the Facility and related activities may have adverse impact upon the surrounding neighborhood(s). Tenant understands and agrees that all Tenant activities and music levels may not exceed the maximum permissible level of 75 dB at the property line pursuant to Goodyear City Code. Tenant shall be solely responsible for ensuring compliance with this section.