

**LEASE AGREEMENT
MULTI-TENANT**

Dated: _____

ARTICLE I. - TERMS DEFINED

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

1.	<u>Landlord:</u>	CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation
2.	<u>Landlord's Address:</u>	190 N. Litchfield Road, Goodyear, Arizona 85338
3.	<u>Tenant:</u>	FRANKLIN PIERCE UNIVERSITY, a New Hampshire non-profit corporation
4.	<u>Tenant's Address:</u>	40 University Drive, Rindge NH 03461
5.	<u>Project:</u>	Buildings and Common Areas at GOODYEAR MUNICIPAL COMPLEX (previously known as the Venida Business Park), a multi-use business park/municipal complex consisting of approximately 12.03 acres and located just east of the intersection of Van Buren Street and 145 th Avenue on the south side of Van Buren "Project". Any pad or other portion of the Project hereafter sold or purchased by Landlord shall at Landlord's option be added or excluded from the Project
6.	<u>Premises:</u>	Building A-Existing Area: Suites 102 and 104 within Building A, located at 14455 W. Van Buren, Goodyear, Arizona 85338, consisting of approximately 14,741 square feet, as depicted on Exhibit A. Said real property, including the land and all improvements thereon, is hereinafter, called the "Building A-Existing Area". Building A-Expansion Area: Suite 106 within Building A, located at 14455 W. Van Buren, Goodyear, Arizona 85338, consisting of approximately 3,467 square feet, as depicted on Exhibit A. Said real property, including the land and all improvements thereon, is hereinafter, called the "Building A- Expansion Area". Building A-Existing Area and Building A-Expansion Area (collectively "Premises").
7.	<u>Building</u>	Building A of the Project as depicted on Exhibit A.

8.	<u>Term:</u>	120 Months (10 Years)
9.	<u>Scheduled Term Commencement Date:</u>	November 1, 2021
10.	<u>Scheduled Term Expiration Date:</u>	October 31, 2031
11.	<u>Monthly Rent:</u>	\$35,292.47 monthly for 11/1/2021 – 10/31/2022 \$26,809.81 monthly for 11/1/2022 – 10/31/2023 \$28,327.14 monthly for 11/1/2023 – 10/31/2024 \$29,844.47 monthly for 11/1/2024 – 10/31/2025 \$31,361.81 monthly for 11/1/2025 – 10/31/2026 \$32,879.14 monthly for 11/1/2026 – 10/31/2027 \$34,396.47 monthly for 11/1/2027 – 10/31/2028 \$35,913.81 monthly for 11/1/2028 – 10/31/2029 \$37,431.14 monthly for 11/1/2029 – 10/31/2030 \$38,948.47 monthly for 11/1/2030 – 10/31/2031 Plus transaction privilege tax
12.	<u>Security Deposit:</u>	NONE
13.	<u>Permitted Uses:</u>	Undergraduate and graduate education classrooms and offices and an ancillary break room with small kitchen appliances, and for no other purpose without Landlord's prior written consent, which may be granted or withheld in Landlord's sole consent.
14.	<u>Operating Fee – (Tenant's Share of Operating Expenses, including Real Estate Taxes for Tax Exempt Entity):</u>	\$2,807.07 monthly for 11/1/2021 – 10/31/2022 \$2,877.24 monthly for 11/1/2022 – 10/31/2023 \$2,949.17 monthly for 11/1/2023 – 10/31/2024 \$3,022.90 monthly for 11/1/2024 – 10/31/2025 \$3,098.48 monthly for 11/1/2025 – 10/31/2026 \$3,175.94 monthly for 11/1/2026 – 10/31/2027 \$3,255.34 monthly for 11/1/2027 – 10/31/2028 \$3,336.72 monthly for 11/1/2028 – 10/31/2029 \$3,420.14 monthly for 11/1/2029 – 10/31/2030 \$3,505.64 monthly for 11/1/2030 – 10/31/2031 Plus transaction privilege tax.
15.	<u>Tenant's Share of Real Estate Taxes (Non-Tax Exempt Entity)</u>	The percentage of the square footage of the ground floor area of the Premises to the square footage of the total gross leasable floor area of buildings existing on the Project (whether or not leased) from time to time. Real estate taxes shall exclude the square footage of any floor area comprising a separate tax parcel and for which the tenant of such area pays all of the real property taxes. Tenant's Share of Real Estate Taxes is 20.05% percent.

16.	<u>Common Areas:</u>	Shall have the meaning ascribed in Article 7. <u>Maintenance.</u>
17.	<u>Operating Expenses and Real Estate Taxes:</u>	Shall have the meaning ascribed in Article 8. <u>Operating Expenses.</u>

ARTICLE 2. - PREMISES

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

ARTICLE 32. - TERM

This Lease shall commence on the Scheduled Term Commencement Date and shall continue for the Term, unless sooner terminated as herein provided. Landlord agrees to use due diligence to have the Building A-Expansion Area ready for occupancy on or before the Scheduled Term Commencement Date. If the Building A-Expansion Area is ready for occupancy prior to the Scheduled Term Commencement Date and Tenant takes possession of the Building A-Expansion Area prior to the Scheduled Term Commencement Date, the Term shall commence on the date Tenant takes possession. If Tenant occupies the Building A-Expansion Area prior to the Scheduled Term Commencement Date, such occupancy shall not advance the Scheduled Term Expiration Date. Landlord shall have no liability for, and Tenant shall make no claim against Landlord with respect to, the failure of the Building A to be ready and available for occupancy by Tenant by the Scheduled Term Commencement Date. In the event the Building A-Expansion Area is not ready and available for occupancy by Tenant within ninety (90) days after the Scheduled Term Commencement Date because the work required by this Lease to be performed by Landlord prior to Tenant's occupancy of the Building A-Expansion Area has not been substantially completed, or for any other reason, Tenant's sole remedy shall be to terminate this Lease by written notice to Landlord no later than ten (10) days after the end of such 90-day period, provided, however, that Tenant shall not have such right to terminate this Lease if (i) Tenant is responsible for the delay in delivery of the Building A-Expansion Area or (ii) if there is a Force Majeure Event. The ninety (90) day period described above shall be extended by the number of days during which the delay in making the Building A-Expansion Area ready and available for occupancy by Tenant results from any of the Force Majeure Events (which include inclement weather, governmental regulation, acts or decisions of governments not in the control of Landlord, scarcity of materials, labor difficulties, casualty, acts of God or other cause beyond Landlord's reasonable control). In any event, if the Building A-Expansion Area is not ready and available for occupancy by Tenant by the date which is one hundred eighty (180) days after the Scheduled Term Commencement Date, regardless of cause, this Lease shall automatically terminate and be of no further force or effect. Tenant's sole remedy for Landlord's failure or inability to make the Building A-Expansion Area ready and available for occupancy by Tenant shall be termination as provided in this Section, and Tenant shall have no other claims against Landlord in respect thereof, except that, in the event of such termination, Landlord shall return to Tenant any rent or security deposit previously paid by Tenant to Landlord under this Lease. Landlord and Tenant will promptly execute a written acknowledgement of the commencement date if other than the Scheduled Term Commencement Date and the Term of this Lease shall be considered adjusted accordingly.

ARTICLE 4. - RENT

Tenant shall pay Monthly Rent for each full calendar month of the Term and a pro rata fraction of Monthly Rent for any partial calendar month at the beginning or end of the Term, payments to be made in advance on the first day of each calendar month during the Term, without any deduction or offset whatsoever, at such place as may be designated from time to time by Landlord. Tenant further agrees to pay to Landlord with

Monthly Rent any excise, sales or privilege tax imposed or levied by any government or governmental agency upon Landlord on account of this Lease, the rental paid hereunder, or any other payments made by Tenant hereunder.

If Tenant fails to pay Monthly Rent when due or fails to pay when due any other amounts of any kind payable by Tenant under this Lease, such unpaid amount shall bear interest from the date due to the date of payment at the rate of fifteen percent (15%) per annum. In addition to such interest, if Tenant shall fail to pay Monthly Rent by the fifth (5th) day of the month in which such installment is due, a late charge equal to the greater of One Hundred Fifty Dollars (\$150) or ten percent (10%) of amount in default which sum shall be assessed against Tenant, and deducted first from any Monthly Rent subsequently paid, to reimburse Landlord for additional costs and expenses incurred in processing such late payment. The foregoing interest and late charge provisions contained herein are in addition to and not in lieu of Landlord's other rights and remedies hereunder.

ARTICLE 5. - USE OF PREMISES

Tenant shall use the Premises for the Permitted Uses and for no other purpose. 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 Declaration of Reciprocal Easements and Restrictive Covenants for Venida Business Park dated April 7, 2007 as recorded in Maricopa County, Arizona as **Instrument No. 2007-0665889** and as amended by a 2007 Amendment to Declaration of Reciprocal Easements and Restrictive Covenants for Venida Business Park dated September 24, 2007 as recorded in Maricopa County, Arizona as **Instrument No. 2007-1109732** (collectively, the "Declarations"), including 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 its joint venturers and their directors, elected officials, officers, employees and agents 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

The obligations of Landlord to install or construct tenant improvements to prepare the Building A-Expansion Area for occupancy are set forth in detail on Exhibit C, hereinafter referred to as "Tenant Improvements". Landlord shall expend budgeted funds, not to exceed \$400,000.00 and do all acts required of them in Exhibit C and shall have the work performed promptly and diligently in a workmanlike manner. Should the Tenant Improvements cost less than or the cost exceed the budgeted funds described herein the difference shall be adjusted/paid as provided for in Exhibit C.

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 currently has an existing business identification sign on the Premises in accordance with plans previously approved by Landlord. Tenant is required to keep the existing business identification sign for the term of this Lease. Tenant shall maintain this existing business identification sign in good repair and condition. Tenant shall replace said business identification sign if its condition is no longer consistent with the general condition of other business identification signs located within the Project. However, Tenant shall not replace the existing business sign or change the sign without the express prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant may not erect or place on or about the Premises and visible from outside the Premises any additional signs or other materials advertising Tenant's business without the express prior written consent of Landlord, which consent Landlord may withhold in Landlord's sole discretion. All approved signs must comply with applicable statutes, ordinances and the like and all existing or subsequently imposed rules and regulations and covenants, conditions and restrictions affecting the Property. Tenant, upon request of Landlord, shall immediately remove (and repair any damage caused by removal of the signs in a manner satisfactory to Landlord) at Tenant's sole expense any sign, advertisement, notice or other display which Tenant has placed or permitted to

be placed on any part of the inside or outside of the Premises (a) if, in the opinion of Landlord, it is objectionable, offensive or not in good taste (and if Tenant shall fail so to do, Landlord may enter the Premises and remove the same at the expense of Tenant) and (b) at the end of the Term hereof.

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 Project, Premises, Building or Common Area 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 as designated in any CC&R's recorded with respect to the Project.

Landlord, at its sole expense, shall make all necessary repairs to the footings, foundations, structural steel columns and girders forming a part of the Building upon receipt of written notice of the need for such repair, and shall replace the roof of the Building as necessary. Except as set forth in the preceding sentence, all other Landlord repairs, maintenance and replacements shall be part of Operating Expenses. Tenant shall notify Landlord promptly from time to time of such roof repairs as are needed to make the roof water-tight.

Landlord shall not have any responsibility whatsoever to maintain or repair the Premises, or any part thereof, except as set forth in this Article and Tenant expressly waives the benefits of any statute now or hereafter in effect which might otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease under A.R.S. § 33-343.

Tenant at its expense shall be responsible for the following services, maintenance and repairs, to of and within the Premises, without limitation:

- Business Identification Signs (city pre-approval required for sign placement)
- Access Control, and Security Systems
- Locks and keys

- Evacuation and Emergency Response systems and programs
- Typical Office services such as: custodial, interior pest control, plant watering, spill or odor cleanup or removal, recycling and waste removal,
- Medical waste collection and removal
- Furniture assembly, placements, adjustments, relocations, repairs, etc.
- Flooring: Carpet and tile replacement, repairs and updates
- Minor tenant improvements such as moving electrical outlets, pony walls etc.
- Small and Large Appliances installation, maintenance and repairs (refrigerators, icemakers, drinking water treatment systems, food prep equipment, stoves, dishwashers etc.
- Installation/modification/relocation of ancillary items such as shelving, whiteboards, pictures, etc.
- Replacement or upgrades of plumbing fixtures such as toilets, sinks, facets, etc.
- Installation, inspections, maintenance and repair of appliances, specialty systems and equipment (e.g. copiers, dishwashers, badging or security machines, reverse osmosis, specialty test equipment, fume hoods
- Cosmetic/Aesthetics/decorations/window coverings etc., such as: interior door and wall Paint, repair/Replacement of Window Coverings, hanging of decorations, etc.
- Special Events Services
- Plug in or battery operated specialty equipment, devices, computers, monitors, speakers, projectors, scanners, etc.
- Repair of damage by others under the control of tenant to city facilities building systems and fixtures (e.g. holes in doors or drywall, etc.)

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.

Attached hereto as Exhibit "D" is the Landlord's Facility Management Service Level Overview Informational Guide "Informational Guide". The intent of the Information Guide is provide the following:

- Highlight types of facilities services included in this Lease
- Clarify responsibilities for landlord and tenant
- Minimize operational downtime when possible

- Ensure Project assets are adequately maintained and perform effectively and efficiently throughout their service life
- Clarify communications of service needs and follow up

This Informational Guide is subject to amendment at the sole discretion of the Landlord and is not intended to amend or supersede of terms of this Lease. In the event of a conflict between the terms of this Lease and the information provided in the Informational Guide the terms of this Lease shall prevail.

ARTICLE 8. - OPERATING EXPENSES

For each calendar year or portion thereof within the term, Tenant shall pay to Landlord, as additional rental hereunder a flat rate fee in-lieu of Landlord providing an annual reconciliation of the actual Operating Expenses for the Project each year an "Operating Fee", together with transaction privilege tax thereon. The "Operating Expenses" captured within the "Operating Fee" includes all of Landlord's costs of operating, managing, maintaining, repairing and replacing the Project 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 Project, (ii) maintenance and repair of the Common Areas, including sweeping, refuse removal (EXCEPT TENANT WILL REMAIN SOLELY RESPONSIBLE FOR THE PROPER DISPOSAL OF ANY BIOLOGICAL AND ASSOCIATED LABORATORY WASTE), paving, repairing, resealing, and restriping the parking lot; (iii) utilities not separately metered or otherwise directly charged to tenants of the Project; however, Landlord reserves the right to install separate meters for any utility serving the Premises for which separate meters are not presently installed and Tenant shall pay the cost of such meter installation for the Premises if, in Landlord's sole opinion, Tenant is using more than its proportionate share of such utility, (iv) insurance as may from time to time be maintained by Landlord with respect to the Project; (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, (vii) the cost of any capital expenditure 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 Project or the rents; (x) all costs incurred in installing, upgrading, operating, maintaining, and repairing the any and all communications infrastructure located within the Premises or the Building including, without limitation, points of entry, centralized distribution systems, wires, cables, conduits, antennas, and related items, and (xi) a management fee (which may be payable to Landlord). Tenant shall pay the monthly Operating Fee, in addition to and contemporaneously with each monthly installment of Monthly Rent. The monthly Operating Fee payments made by Tenant may be commingled with Landlord's general funds.

Landlord is currently exempt from the payment of most real estate taxes. Should the tax laws change to require the payment real estate taxes by the Landlord, or the Landlord elect to transfer the Property/Premises to another entity, which is not exempt from real estate taxes, the monthly Operating Fee payments shall be adjusted to include 1/12th of the Tenant's Share of Real Estate Taxes for a non-exempt entity. The Tenant's Share of Real Estate Taxes for a non-exempt entity shall be calculated and the monthly Operating Fee adjusted on an annual basis on the anniversary of the Scheduled Term Commencement Date.

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 Project against damage from fire, vandalism, malicious mischief and other risks normally covered by such policy, or such

broad 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 Project. 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 Project 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.

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, elected officials, 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, elected officials, 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, and during the ninety (90) days prior to the expiration of this Lease, to exhibit the Premises to prospective tenants and to place upon the doors or in the windows of the Premises any usual and ordinary "for rent" or "for lease" signs. Landlord will use reasonable efforts to minimize disruption to Tenant's business operations.

ARTICLE 15. - TRANSFER OF LANDLORD'S INTEREST

Landlord hereby reserves the right to sell, assign or transfer the Premises and this Lease, and in such event, this Lease shall remain in full force and effect and Tenant shall remain obligated to continue performance of all the terms, covenants and conditions on its part to be performed hereunder.

Upon any such sale, assignment or transfer, other than merely as security, Tenant agrees thereafter to look solely to the assignee or transferee with respect to all matters in connection with this Lease and Landlord shall be released from any further obligations hereunder. If any security deposit has been made by Tenant, Landlord may transfer such security deposit to such assignee or transferee and thereupon Landlord shall be discharged from any further liability in reference thereto.

ARTICLE 16. - 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 including by operation of law (alternatively, a "Transfer"), without the prior written consent of Landlord, and any such Transfer without such consent shall be void. No Transfer shall be made except for the entire Premises.

In the event that the Tenant completes a Transfer of the Premises, upon determining a Transfer has occurred Landlord shall provide written notice to Tenant of the default. Landlord shall have the right to terminate this Lease by giving Tenant not less than thirty (30) days' notice. If Landlord exercises its right to terminate this Lease, Tenant agrees that Landlord shall have access to all or a portion of the Premises thirty (30) days prior to the effective termination date for remodeling or redecorating purposes. In the event Landlord does not exercise its right to terminate this Lease, and Landlord has granted its written consent, Tenant may transfer all, but not a portion of, the Premises.

(a) If the Tenant desires at any time to Transfer the Premises Tenant shall submit to Landlord at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date"), in writing:

- (i) A request for permission to Transfer, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days after the sending of that notice;
- (ii) The name of the proposed subtenant or assignee or other transferee;
- (iii) The nature of the business to be conducted in the Premises after the Transfer;
- (iv) The terms and provisions of the proposed Transfer;
- (v) A copy of all proposed documentation pertaining to the Transfer;
- (vi) Current financial statements (audited, if available) of Tenant and the proposed transferee; and
- (vii) Such additional information that Landlord may reasonably request to make a reasoned judgment.

(b) Without in any way limiting Landlord's right to refuse to consent for any other reason or reasons, Landlord shall be deemed to have reasonably withheld its consent to any Transfer if, in Landlord's reasonable opinion:

- (i) The proposed use of the Premises by the transferee is not compatible with the operation of the Project or the desired tenant mix of the Project,

would entail any but cosmetic improvements to the Premises, or would require increased services from Landlord;

- (ii) The financial net worth of a proposed transferee does not meet the credit standards applied by Landlord for other tenants under leases with comparable terms or the character or business of the proposed transferee is inconsistent with the quality of other Project tenancies;
- (iii) The proposed Transfer would cause a violation of another lease for space in the Project or would give an occupant of the Project a right to cancel its lease or abate (or reduce) its rent;
- (iv) The proposed transferee's use of the Premises would involve the introduction of Hazardous Material to the Premises;
- (v) The proposed transferee is a current tenant of the Project or an entity with whom Landlord is negotiating to lease space in the Project; or
- (vi) The Tenant is in default under any of the terms of this Lease as of the date Tenant notifies Landlord of the proposed Transfer or as of the Proposed Effective Date of the Transfer, or would be in default but for the pendency of a grace or cure period.

Any subletting or assignment consented to by Landlord shall be evidenced in writing in a form acceptable to Landlord. Consent by Landlord to any assignment or subletting by Tenant shall not operate as a waiver of the necessity for obtaining Landlord's consent in writing to any subsequent assignment or subletting; nor shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease.

In the event that Tenant defaults under this Lease in the payment of rent or additional rent, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord.

Any rent accruing to Tenant as the result of a sublease which is in excess of the pro rata share of rent then being paid by Tenant for the portion of the Premises being sublet, shall be paid by Tenant to Landlord monthly as additional rent. In the event of any subletting of the Premises or assignment of this Lease by Tenant, with or without Landlord's consent, Tenant shall remain liable to Landlord for payment of the rent stipulated herein and all other covenants and conditions contained herein.

Despite the requirements and provisions of this Article, Tenant may assign this Lease or sublet the premises, with notice to Landlord but without the necessity of Landlord's consent and without creating any election in Landlord pursuant to this Article, to any educational corporation which controls, is controlled by, or is under common control with Tenant, to any educational corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the Permitted Use being conducted on the Premises.

ARTICLE 17. - DEFAULT

If Tenant shall fail to pay any part of the Monthly Rent or Operating Fee 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, expenses of reletting (including without limitation brokerage fees and commissions and rent concessions), including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of the leasing commission previously paid by Landlord applicable to the unexpired term of this Lease. 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 Fee 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 Premises 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 18. – ATTORNEYS' FEES

If any action shall be brought to recover Monthly Rent, Operating Fees, 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 19. - 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 20. - 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 21. - 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 22. - SECURITY DEPOSIT

Any security deposit made by Tenant shall be held by Landlord, not as trustee but as part of Landlord's general funds, to secure performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant. Landlord may from time to time use all or any portion of said deposit to cure Tenant's defaults hereunder, and in such event, upon demand from Landlord, Tenant promptly shall deposit with Landlord such additional sums as are necessary to restore the security deposit to its original amount. The security deposit, or any remaining portion thereof, shall be returned to Tenant, without interest, upon the termination of this Lease, provided Tenant has complied with all of the terms, covenants and conditions hereof.

ARTICLE 23. – 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 24. - 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 25. - 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 26. - 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 27. - 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 28. - 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 29. - MODIFIED NET LEASE

This Lease is entered into by Landlord for the express purpose of providing Landlord with Monthly Rent, along with the Operating Fee, free and clear of all Tenant incurred taxes, liens or impositions of any kind. In addition to Monthly Rent, Operating Fee 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 30. - GPLET

Landlord (City of Goodyear) is exempt from most types real estate taxes (we still pay special district taxes). However, Tenants of the Landlord may be subject to the Alternate Government Property Lease Excise Tax (GPLET). Tenant shall be responsible for the reporting and payment of this alternate tax.

ARTICLE 31. – 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 32. - 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 33. - 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 Project 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 leased 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 Project 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 leased premises or Project 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 leased premises or the Project 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 leased premises, the Project 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 leased premises, or the Project 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 leased premises or the Project, 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 leased premises, the Project 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 leased premises and/or Project. Further, Landlord reserves the right to enter into and upon the leased premises from time to time with or without notice for purposes of inspecting, reviewing, analyzing or checking the leased 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 34. - GUARANTY

The payment and performance of Tenant's obligations under this Lease is guaranteed by _____ NOT APPLICABLE _____ by execution of a guaranty in the form attached hereto. Any married person executing the guaranty must either: (a) obtain the signature of his or her spouse thereon; or (b) provide a copy of a written instrument in which the spouse disclaims any ownership of the guarantor's assets, including without limitation with respect to the Tenant's leasehold rights hereunder and in the entity that is Tenant; or (c) proves to the reasonable satisfaction of Landlord by documentary evidence that the signing guarantor is not domiciled in a state subscribing to community property laws. This Lease shall not be valid unless and until one of these foregoing guaranty requirements is satisfied.

ARTICLE 35. - 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 Projects 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 36.- 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 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 Section. 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 section (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 permitted; 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 section (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 Section.

ARTICLE 37. - EARLY TERMINATION

Tenant is granted the right to terminate this Lease after the end of the sixtieth (60th) month of the Term "Early Termination", provided the Tenant gives Landlord no less than six (6) months prior written notice of its intention to terminate the Lease; and such notice is accompanied by a cashier's or certified funds check in the full amount of the unamortized costs for the Tenant Improvements, except as provided for in the following paragraphs:

(a). If Tenant elects to the Early Termination defined above and Tenant enters into a new lease of a property within the City of Goodyear, for a period of not less than ten (10) years, Landlord agrees to forgive fifty percent (50%) of the cost of the unamortized costs for Tenant Improvements and a cashier's or certificated check for the remaining fifty percent (50%) of the cost of the unamortized costs for Tenant Improvements provided to the Landlord along with the written notice of Early Termination. Should Tenant elect to terminate or default on the new lease the full amount of the remaining unamortized costs for Tenant Improvements shall be due and payable to Landlord; or

(b). If Tenant and Landlord enter into a new lease of a property owned by Landlord for a period of not less than ten (10) years, Landlord, agrees to roll fifty percent (50%) of the unamortized costs for Tenant Improvements into the new lease and agrees to forgive fifty percent (50%) of the cost of the unamortized costs

for Tenant Improvements. Should Tenant elect to terminate or default on the new lease the full amount of the remaining unamortized costs for Tenant Improvements, including the forgiven amount shall be due and payable.

ARTICLE 38. - PARKING ALLOCATION

The parking allocation for the Tenant is a total of 75 parking spaces. These spaces are currently allocated as per Exhibit "E" attached hereto and by reference made a part hereof. This parking may be revised, from time to time, at Landlord's sole discretion.

ARTICLE 39. - A.R.S. § 38-511

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

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:
FRANKLIN PIERCE UNIVERSITY
A New Hampshire non-profit corporation

By _____

By Sandra Quaye
Sandra Quaye CFO
Print name and title

Its _____

STATE OF NH)
) ss.
County of Cheshire)

The foregoing Lease Agreement was acknowledged before me for the purposes therein contained
this 2 day of July, 2021, by Sandra Quaye, the
CFO of FPU, for the purposes therein contained.

Susan Ericson-West
Notary Public

My Commission Expires:

SUSAN ERICSON-WEST, Notary Public
My Commission Expires June 2, 2026

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 _____, as
_____ of the CITY OF GOODYEAR, an Arizona municipal corporation.

Notary Public

My Commission Expires:



EXHIBIT "A"

Upon full execution of the Lease, Engineering and Architectural Drawings will be prepared and this exhibit shall be replaced with the updated exhibit.

LEGEND

- FPU Building A – Existing Area
- FPU Building A – Expansion Area
- City Leased & Occupied

EXHIBIT "B"

RULES AND REGULATIONS

1. Tenant shall not conduct any activity upon the Premises that will create excessive traffic or noise anywhere in the Project.
2. Canvassing, soliciting and peddling in the Project are prohibited, and Tenant shall cooperate to prevent such activities.
3. Tenant shall not bring or keep within the Building any animal, bicycle, motorcycle, or other type of vehicle except as required by law.
4. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not construct, maintain, use or operate within the Premises or elsewhere in the Building or outside of the Building any equipment or machinery which produces music, sound or noise, which is audible beyond the Premises. Tenant shall not cause improper noises, vibrations or odors within the Building.
5. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building, except in the refuse containers provided therefor. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage without being in violation of any law or ordinance governing such disposal. Tenant shall be charged the cost of removal for any items left by Tenant that cannot be so removed. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. Tenant shall not introduce into the Project any substance which might add an undue burden to the cleaning or maintenance of the Project. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building (hereinafter "Common Areas") clean and free from rubbish. No Tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the Property, however occurring, or for any damage done to the effects of any tenant by the cleaning service or any other employee or any other person.
6. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Project. The Common Areas and roof of the Building are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building and its tenants. Tenant shall not enter or install equipment in the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building without the prior written consent of Landlord. No Tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building.
7. Without limitation upon any of the provisions of the Lease, Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Buildings, without the prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall not lay linoleum or similar floor coverings so that the same shall come into direct contact, with the floor of the Premises and, if linoleum or other similar floor covering is to be used, an interlining of

builder's deadening felt shall be first affixed to the floor, by a paste or other materials soluble in water. The use of cement or other similar adhesive material is expressly prohibited. Floor distribution boxes for electric and telephone wires must remain accessible at all times.

8. Tenant shall not install or permit the installation of any awnings, shades, mylar films or sunfilters on windows. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Building by closing drapes and other window coverings when the sun's rays fall upon windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire, safety or lighting systems, nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Building.
9. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the purpose for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. If Tenant or Tenant's servants, employees, agents, contractors, jobbers, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense, and Landlord shall not be responsible therefor.
10. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days, Tenant shall lock any entrance doors to the Building or to the Premises used by Tenant immediately after using such doors. Tenant shall cooperate with energy conservation by limiting use of lights to areas occupied during non-business hours.
11. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Building, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change. The word "key" as used herein shall refer to keys, keycards, and all such means of obtaining access through restricted access systems.
12. Telecommunications Issues: So long as the broadband service provider under contract with Landlord to provide service to the Building provides Tenant's desired broadband service(s) at a competitive price, Tenant agrees to use that "Building vendor" for its services. In the event Tenant's requirements do not permit Tenant to use the services of the Building vendor, Tenant's broadband vendor must have its proposed installation locations approved by Landlord in each instance. It shall be reasonable for Landlord to deny any such installations if the locations of hardware threaten the structural integrity of the roof, or if the proposed installations interfere with existing service to the Building, or if the proposed installations are visible above the parapet wall of the Building from the street, or if the proposed installations in any manner violate the zoning or the restrictive covenants applicable to the Building or Project.
 - (a) If Tenant desires to install a satellite dish or any other equipment related to fixed wireless, local telephony, broadband infrastructure and similarly-purposed communications services (collectively, the "apparati") on the roof of the Building, the following additional requirements shall be observed:
 - (b) The apparati and all cabling, wiring, risers and similarly-purposed installations appurtenant to the apparati, whether located on the roof or elsewhere in the Building (collectively, the "Wiring") shall in all respects concerning dimensions and aesthetics (including screening) comply with the City of Goodyear Zoning Ordinance and the Declaration of CC&R's applicable to the Project.

- (c) Tenant shall have access to the Building roof only through the licensed and bonded contractor(s) it hires to install the apparati and Wiring. Such contractor shall coordinate all installation with the Building manager.
- (d) The location of the apparati and Wiring shall be approved in advance by Landlord. The location of the apparati on the Building roof is subject to change in the sole discretion of Landlord; provided, however, any relocation of the apparati at Landlord's request shall not adversely affect the transmission and reception of communications signals for Tenant's purposes. Landlord shall pay the cost of any re-location of the apparati (and for any extension or replacement of Wiring needed) that Landlord requires after initial placement on the roof, and Landlord shall pay for any damage done to the roof, the Building or the apparati caused by such Landlord-required re-location. In all events, the apparati and Wiring used by Tenant will not be interfered with by Landlord during business hours on business days.
- (e) Tenant shall be responsible for all damage to the roof or Building caused by the installation or removal by Tenant of the apparati and Wiring, subject only to the terms of subparagraph (c) above pertaining to re-location obligations.
- (f) On or before thirty (30) days prior to the scheduled expiration of this Lease, or within ten (10) days after any other termination of this lease, Landlord may elect ("Election Right") by written notice to Tenant to:
 - (i) Retain any or all Wiring;
 - (ii) Remove any or all such Wiring and, to the extent affected only by such removal, restore the Premises and risers to their condition existing prior to the installation of the Wiring ("Wire Restoration Work"), and Landlord shall perform such Wire Restoration Work at Tenant's sole cost and expense within fifteen (15) business days of the Termination Date; or
 - (iii) Require Tenant to perform the Wire Restoration Work at Tenant's sole cost and expense, within fifteen (15) business days of the Termination Date, as same may be extended or truncated.
- (g) The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.
- (h) In the event Landlord timely elects to retain the Wiring (pursuant to subparagraph (e)(i) hereof), Tenant covenants that:
 - (i) Tenant shall be the sole owner of such Wiring, that Tenant shall have the right to surrender such Wiring, and that such Wiring shall be free of all liens and encumbrances; and
 - (ii) Tenant shall not thereafter take any action which adversely affects the Wiring.
- (i) Notwithstanding anything to the contrary in Article 4, Landlord may retain Tenant's Security Deposit after expiration or sooner termination of the Lease until the earliest of the following:
 - (i) Landlord elects to retain the Wiring pursuant to subparagraph (e)(i), if applicable;
 - (ii) Landlord elects to perform the Wire Restoration Work pursuant to subparagraph (e)(ii), the Wire Restoration Work is complete, and Tenant has fully reimbursed Landlord for all costs related thereto; or
 - (iii) Landlord elects to require the Tenant to perform the Wire Restoration Work pursuant to subparagraph (e)(iii), the Wire Restoration Work is complete, and Tenant has paid for all costs related thereto.

- (iv) In the event Tenant fails or refuses to pay all costs of the Wire Restoration Work within ten (10) days of Tenant's receipt of Landlord's notice (accompanied by Landlord's contractor's invoices) requesting Tenant's reimbursement for or direct payment of such costs, Landlord may apply all or any portion of Tenant's Security Deposit toward the payment of such unpaid costs relative to the Wire Restoration Work. The application of such Security Deposit by Landlord pursuant to this paragraph does not constitute a limitation on or waiver of Landlord's right to seek further remedies under law or equity if the Security Deposit is insufficient to pay the Landlord in full for the Wire Restoration Work. Notwithstanding anything to the contrary herein, any portion of Tenant's Security Deposit not applied pursuant to this paragraph on or before one month after the Termination Date shall be immediately paid by Landlord to Tenant.
13. For purposes hereof, the terms "Landlord," "Tenant," "Building(s)", "Project", and "Premises" are defined as those terms are defined in the Lease to which these Rules and Regulations are attached. The term "Building" shall include the Premises, and any obligations of Tenant hereunder with regard to the Building shall apply with equal force to the Premises and to other parts of the Building.
14. Tenant shall adhere to and obey all parking control measures as may be placed into effect by Landlord through the use of signs, identifying decals or other instructions.
15. Smoking and vaping are prohibited within 20 feet of facility and it is tenant's responsibility for compliance with city ordinances.
16. Tenant shall not conduct any auction or permit any fire or bankruptcy sale to be held on the Premises.
17. Landlord reserves the right, at any time, to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Premises or the Property and for the preservation of order therein.
18. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of Premises in the Project.

EXHIBIT C

TENANT IMPROVEMENTS

Landlord shall provide a Tenant Improvement Allowance in an amount of \$400,000.00, which is based upon the most recent estimates obtained for the agreed upon Tenant Improvements to the Premises and includes approximately \$100,000.00 in additional contingency over and above the most recent estimates ("Tenant Improvement Allowance").

Upon the completion of the Tenant Improvements, should the cost of the Tenant Improvements as described herein and further delineated on Exhibit C-1 be determined to be less than the Tenant Improvement Allowance, Landlord shall reduce the Monthly Rent consistent with the final cost of the Tenant Improvements and the Lease shall be amended accordingly to include an updated Monthly Rent chart.

Landlord shall not be responsible for any costs in excess of the Tenant Improvement Allowance. "Tenant Improvements" shall include the cost of all architectural and engineering fees, permits, construction costs (including contract) and other expenses related to the completion of the improvements which have been approved in writing in advance by Landlord and Tenant. Landlord will not charge a construction oversight or management fee on the Tenant Improvements. Landlord will move expeditiously to complete the Tenant Improvements.

Tenant hereby agrees to pay to Landlord within ten (10) days of receipt of an invoice an amount to all sums expended and/or incurred for Tenant Improvements over the Tenant Improvement Allowance of \$400,000.00. PROVIDED, HOWEVER THAT SUCH SUMS IN EXCESS OF THE TENANT IMPROVEMENT ALLOWANCE WERE APPROVED IN ADVANCE BY TENANT.

The Tenant Improvements shall be deemed complete when Landlord's architect issues a written certificate to Landlord and Tenant certifying that the Tenant Improvements have been completed or receipt of a final Certificate of Occupancy from the City of Goodyear, whichever is sooner (excluding "punchlist" items).

Landlord agrees to use only new, first-class materials in the tenant improvements. All Tenant Improvements shall be done in a good and workmanlike manner. Landlord shall procure for the benefit of the Property and the Tenant where reasonably possible all contractors' warranties against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant Improvements.

Tenant can use the existing conduit to the building electrical room. Tenant shall be responsible for contacting its telecommunications provider to have service brought to the building housing the Premises.

Landlord Initials _____

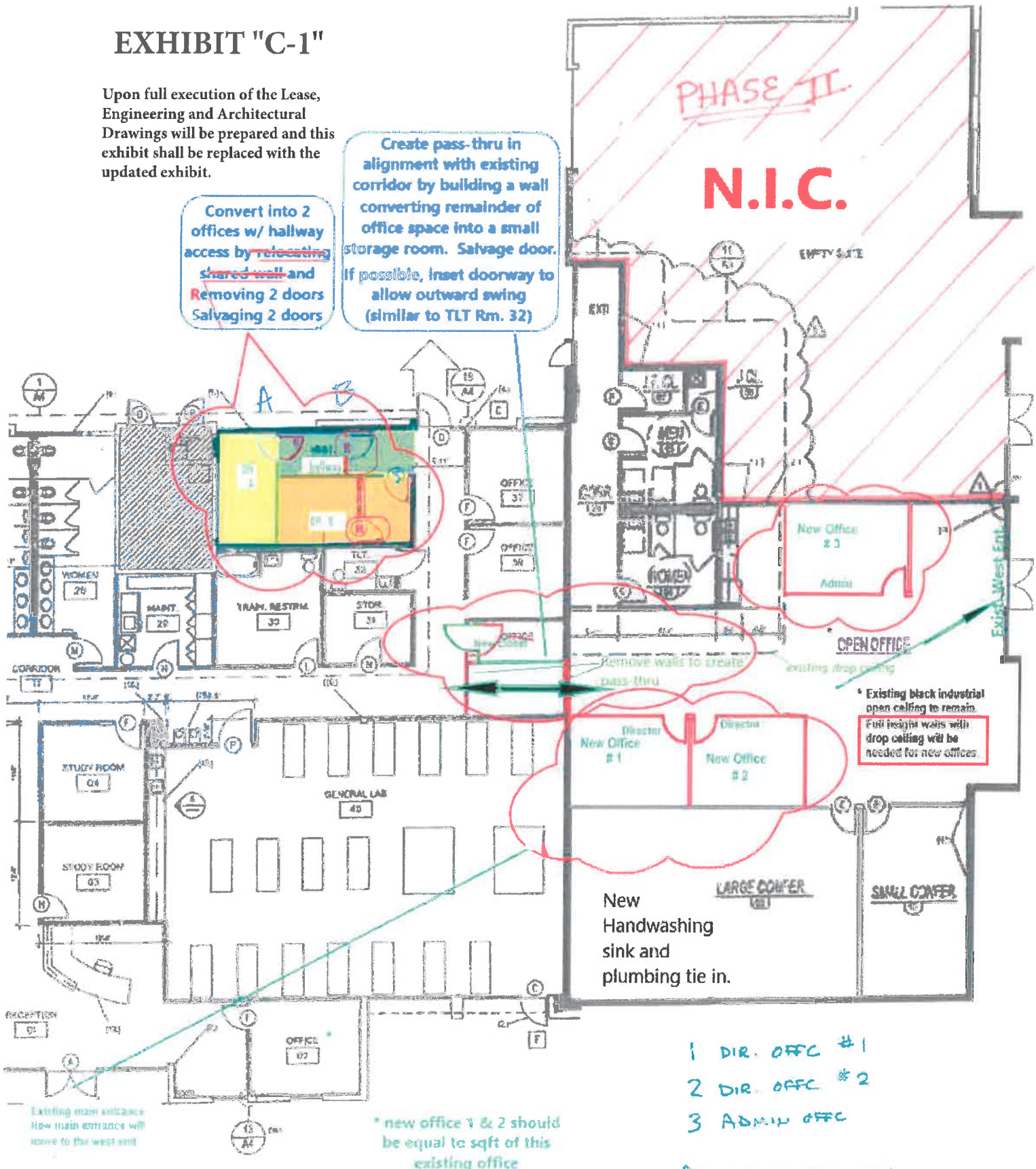
Tenant Initials SO

EXHIBIT "C-1"

Upon full execution of the Lease, Engineering and Architectural Drawings will be prepared and this exhibit shall be replaced with the updated exhibit.

Convert into 2 offices w/ hallway access by ~~relocating shared wall~~ and Removing 2 doors Salvaging 2 doors

Create pass-thru in alignment with existing corridor by building a wall converting remainder of office space into a small storage room. Salvage door. If possible, inset doorway to allow outward swing (similar to TLT Rm. 32)



- 1 DIR. OFFC #1
- 2 DIR. OFFC #2
- 3 ADMIN OFFC

A > RECONFIGURE EXISTING LOCKER ROOM AREA TO 2 STAFF OFFICES

EXHIBIT "D"



**Facilities Management
Service Level Overview**

Informational Guide

Franklin Pierce University

May 28, 2021

INTRODUCTION

Purpose

The purpose of this Service Level Overview is to highlight services provided by City of Goodyear Facilities Management (COGFM) as well as the responsibilities of Franklin Pierce University (tenant). In general, the COGFM's scope of services is limited to protection and management of major city assets and the tenant is responsible for oversight and management of tenant operational needs.

This document is intended as a quick reference document and does not replace or amend any lease terms. In the event of a conflict between the terms of the lease and the information provided in this Service Level Overview the terms of the lease shall prevail.

Overview Objectives

- ❖ Highlight types of facilities services included in the city's lease
- ❖ Clarify responsibilities for city and tenant
- ❖ Minimize operational downtime when possible
- ❖ Ensure property and building assets are adequately maintained and perform effectively and efficiently throughout their service life
- ❖ Clarify communications of service needs and follow up

City Facility Services Points/Methods of Contact

- a. **Facility Liaisons** – Tenant shall designate a Facilities Liaison(s) authorized to input and access Lucity work orders (the city's work management system). The liaison is to be the primary contact with COGFM for work requests and is to be familiar with this overview and associated roles.
- b. **Lucity Work Orders** – the standard method of registering non-urgent requests for the variety of services. The status of the work order request is available on the City Portal.
- c. **Emergency and After Hour requests** (such as major water leaks, power outage, etc.) - Contact the PWAC at 623-932-3010, option #3 for assistance.
- d. **Public Works Administration Center (PWAC)** - is COGFM's central communication hub for general information and administrative inquiries. The trained staff are ready to offer a client-focused response or direction to appropriate staff to address facilities management issues.
 - **The PWAC operates during normal business hours from 7:00am to 4:00pm, Monday through Friday. When needed, a work order will be assigned for tracking and follow up purposes for those matters that cannot be addressed immediately. Contact the PWAC at 623-932-3010, option #3.**

Service Standards and Response Time Definitions

All service requests will typically be assigned a priority rating, which is determined by COGFM staff based on the information received from the requestor and knowledge of the other work at hand. Work may be performed by city staff or approved contractor.

As indicated in the following table work priorities are categorized from Emergency to Regular and allocated a response and completion time. Though a reasonable effort will be made to achieve these targets, delays can occur at times.

Rating	Est. Initial Response	Est. Completion Target	Definition of Work Request
Emergency	ASAP/1 hour	24 hours	Immediate unforeseen risk to personal safety or security; business continuity; major asset integrity environment
High	4 hours	48 hours	Immediate risk to operations; prevention of critical asset failure
Medium	8 hours	7 days	Potential risk to non-urgent work and staff activities;
Low	48 hours	28 days	No discernible impact to daily work activities within specified timeframe
Regular	14 days	As agreed with client	Work subject to planning requirements and/or a programmed start date. Usually of a larger scale than routine maintenance

Note: Times expressed in calendar days.

Response is defined as the passage of time from the point at which the task was accepted by COGFM to the point at which the first “quality” attempt is made at stabilizing or resolving the issue.

Completion is defined as the measurement of time from the acceptance of the task to the time at which the task is completed or has reached the point of practical completion (or stabilization) and is fit to be used for the intended purpose.

Emergency & High tasks are defined as tasks classified as “Emergency or High” shall be considered completed within this designation when the status of the task can be considered to be safe or fit for use in its intended purpose. Once situation is stabilized the request will be reallocated (e.g. to med, low, etc.)

Other categories of tasks are expected to be completed within the designated completion time in accordance with Table above. At times unexpected delays may occur, but COGFM will work to minimize such occurrences.

Tenant is responsible for:

Reporting all building/maintenance issues through the work request process (see Points/Methods of Contact noted above) in a timely and accurate manner

COMPLEX COMMON AREAS - MAINTENANCE, REPAIRS AND SERVICES

Grounds and Landscape

COGFM maintains the infrastructure and aesthetics of the facilities grounds based on city standards to include items such as:

- Turf, xeriscape, shrub and Tree Care
- Irrigation and lighting systems
- Litter/Trash Control

Parking Lots and Hardscape

COGFM is responsible for the maintenance, repair and aesthetics of exterior hardscape for city sites.

Examples include items such as:

- Driveways;
- Parking lots;
- Paved areas around facility;
- Footpaths around parking lot;
- Flagpoles and chains;
- Marking of pedestrian crossing and road lines; and
- Bollards.
- Parking lot lighting (where applicable)
- City signage

Parking Control & Traffic Management

COGFM provides assistance for parking management at City facilities including:

- Facilitating and coordinating of facility parking in accordance with City assigned parking programs.
- When needed, coordinating parking bumper marking or other measures (e.g. hang tags).
- Tenant is responsible for managing assigned parking programs (if any)

Parking is limited to designated parking locations only. Unauthorized parking in unmarked areas or marked locations for other users (e.g., city employees or city vehicles, Permit Holders, Disabled Parking areas etc. may be subject to fines and or towed at owners expense?

If for any reason there is an official requirement for a motor vehicle to stand on or travel across a landscaped area for a legitimate activity, then prior written

authorization is to be obtained from the Facilities Superintendent (or designee).

Tenant is to notify the Facility Superintendent (or designee) of any planned events that may lead to temporary parking congestion in order to coordinate traffic flow impact with other tenants.

Site Utilities

COGFM provides core services for systems such as:

- City high and low voltage electrical infrastructure
- City freshwater infrastructure
- The demarcation connection point to the system main

COMPLEX BUILDING MAINTENANCE, REPAIRS AND SERVICES

Building Exteriors

COGFM maintains building roofs, exterior painting, city signage and lighting systems

Plumbing, Drainage and Gas Fitting

Plumbing services are provided to ensure the City infrastructure is properly installed and maintained to current code.

COGFM plumbing services include repairs and maintenance of items such as:

- In-ground water mains and reticulating systems through the buildings including sanitary fixtures
- Plumbing components such as water heaters, heat exchangers and boilers, chilled water units, tanks, valves, traps, thermostatic mixing valves, RPZ devices
- Hard plumbed fixtures
- Fire service reticulation and fire-fighting fixtures
- Plugged drains and toilets

Electrical and HVAC Services

Electrical services are provided to ensure City infrastructure is properly installed and maintained to current code. Electrical infrastructure includes High Voltage; Low Voltage; and those electrical components considered to be part of the buildings basic electrical wiring.

COGFM electrical and HVAC services include maintenance and repairs of items such as:

- In ground and above ground distribution networks owned by the City
- Electrical components such as hard wired light fixtures, electrical outlets, air conditioning and heating
- Fire detection systems

Preventative Maintenance

COGFM inspects, cleans, lubricates and prepares building equipment for seasonal use. Planned maintenance activities are typically completed at times when it has minimal impact on our tenant's use of the facilities. Preventative maintenance is scheduled based upon recommended manufacturers details, best practice and available funding.

Most preventative maintenance is scheduled and can include services such as:

- Changing air filters
- Replacement of belts
- Lubrication of motors
- Cleaning of coils
- Replacement of bearings
- Maintenance and repair of air filtration systems
- Maintenance and repair of exhaust fans

Statutory and Other Services

Statutory compliance services are a requirement of law and are provided to ensure the City infrastructure and equipment is properly maintained to current code for the welfare and safety of residents, staff and visitors. Statutory compliance services are managed by COGFM and are generally contracted to specialist service agents. Records are maintained in accordance with the requirements of the State, ADOSH and City. Examples include:

- Inspection and testing of high voltage electrical distribution networks owned by the City including: thermal imaging, electrical pole and conductor inspections, transformer oil tests.
- Inspection and testing of low voltage electrical components such as Residual Current Devices.
- Inspection and testing of fire systems including; fire panels and detection systems; interconnections between fire panels and HVAC systems; emergency exit and lighting systems; fire compartmentalization components and systems
- Inspection and testing external security lighting to roads, parking lots and pedestrian corridors.
- Inspection and testing of fresh air filters to air handling units.

Tenant responsibilities

Tenant is responsible for, including but not limited to, various types of tenant operational items and improvements at their sole expense. Examples include:

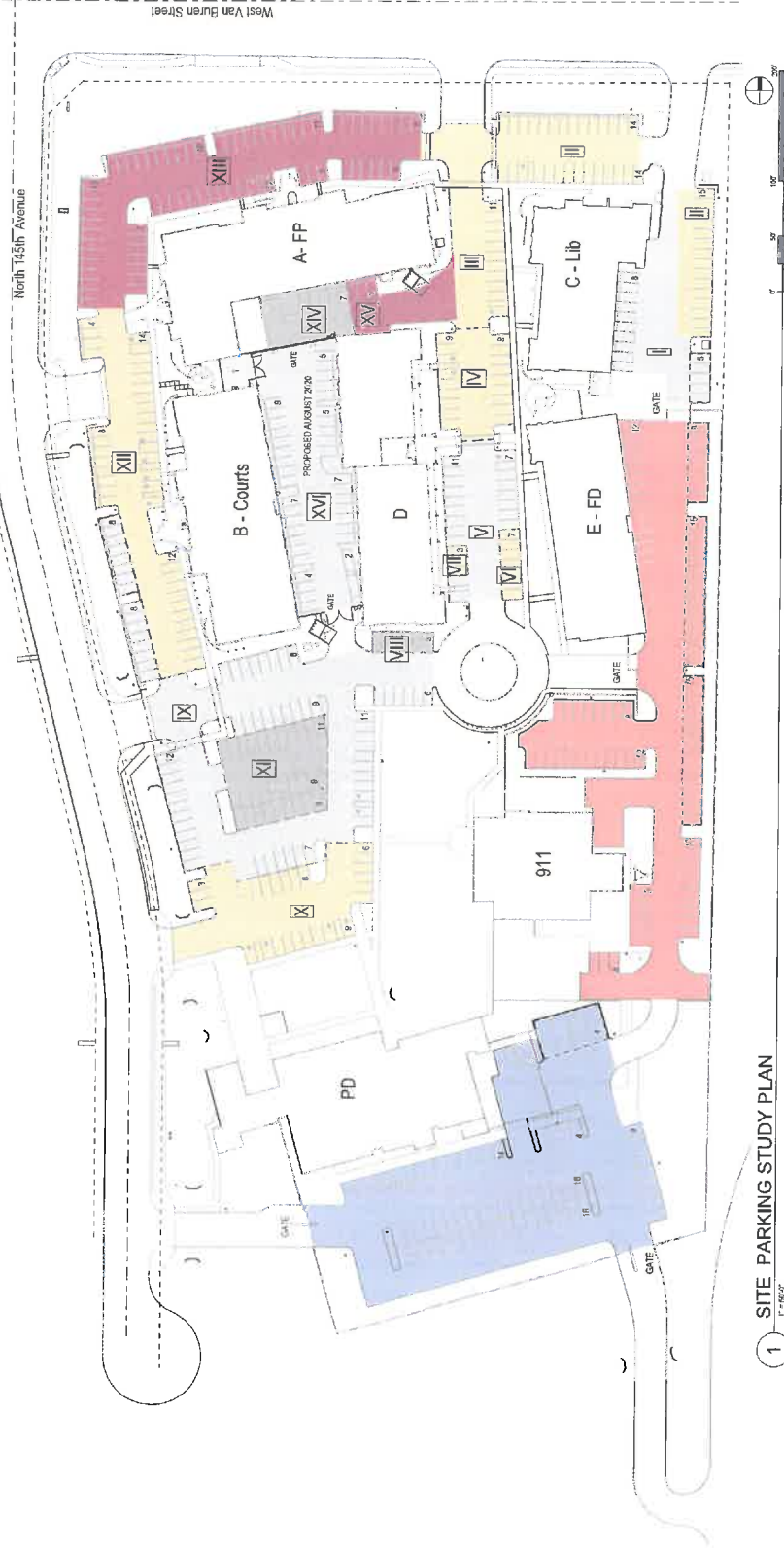
- Business Identification Signs
- Access Control, and Security Systems
- Locks and keys
- Evacuation and Emergency Response systems and programs
- Typical Office services such as: custodial, interior pest control, plant watering, spill or odor cleanup or removal, recycling and waste removal,
- Medical waste collection and removal

- Furniture assembly, placements, adjustments, relocations, repairs, etc.
- Flooring: Carpet and tile replacement, repairs and updates
- Minor tenant improvements such as moving electrical outlets, pony walls etc.
- Small and Large Appliances installation, maintenance and repairs (refrigerators, icemakers, drinking water treatment systems, food prep equipment, stoves, dishwashers etc.
- Installation/modification/relocation of ancillary items such as shelving, whiteboards, pictures, etc.
- Replacement or upgrades of plumbing fixtures such as toilets, sinks, facets, etc.
- Installation, inspections, maintenance and repair of appliances, specialty systems and equipment (e.g. copiers, dishwashers, badging or security machines, reverse osmosis, specialty test equipment, fume hoods
- Cosmetic/Aesthetics/decorations/window coverings etc., such as: interior door and wall Paint, repair/Replacement of Window Coverings, hanging of decorations, etc.
- Special Events Services
- Plug in or battery operated specialty equipment, devices, computers, monitors, speakers, projectors, scanners, etc.
- Repair of damage by others under the control of tenant to city facilities building systems and fixtures (e.g. holes in doors or drywall, etc.)
- Building renovations or modification of any kind (city pre-approval required)
- Tenant to adhere to all applicable codes and city policies and obtain written pre-approval prior to any facility work.

Additional Information:

- Tenant is not to remove or alter any city equipment or systems without written prior approval of the city.
- COGFM will typically conduct annual facility walk through inspections of city infrastructure, equipment and systems, etc.
- COG Fire Prevention Services may also conduct periodic inspections and tenant is to address any deficiencies within the re-inspection period.
- City may conduct construction activities on the complex that may temporarily impact parking or other systems. Such impacts will be communicated and coordinated with tenant prior to commencement of such work.
- This Service Level Overview is to be reviewed and updated prior to any contract renewal or extensions.
- This document is not all-inclusive and serves to highlight major categories of work and responsibilities. See lease for further clarification when needed.

EXHIBIT "E"



1 SITE PARKING STUDY PLAN
1" = 60'-0"

SECURED LOT POLICE
71 SPACES

SECURED LOT FIRE/EMT
88 SPACES

Area ID	Function	Public	Staff	City Vehicles	Quantity
I	Library Staff (6), Parks Staff (6)	0	13	0	13
II	Library Visitors (45)	43	0	0	43
III	Library Visitors (11)	11	0	0	11
IV	Public Parking - Development Services and Engineering	18	0	0	18
V	Staff Parking - Dev. Serv., Eng. and Economic Development	0	18	0	18
VI	Public Parking - Fire Department	7	0	0	7
VII	Customer Parking - Economic Development	3	0	0	3
VIII	City Food and Electric Vehicles	0	0	0	0
IX	Staff Parking - Dev. Serv., Eng. and Economic Development	0	69	0	69
X	Public Parking - Police Department	24	0	0	24
XI	City Vehicles	0	0	23	29
XII	Public Parking - Courts	38	0	0	38
XIII	Franklin Pierce University	71	0	0	71
XIV	City Inspector Vehicles	0	0	0	7
XV	Franklin Pierce University - Staff	3	0	0	3
XVI	Secured Staff	0	40	0	40
Totals		213	151	36	400

Building	Area	Required Spaces at 150 ft. x 20 ft.	Provided Spaces
A - Franklin Pierce University	21,400 Sq. Ft.	81	71
B - Courts	10,091 Sq. Ft.	42	62
C - Library	12,420 Sq. Ft.	51	62
D - Development Services	18,098 Sq. Ft.	81	87 staff + 89 public **
E - Fire Department	14,634 Sq. Ft.	49	50 secured staff + 7 public
911	10,986 Sq. Ft.	37	38 secured staff
Police Department	21,400 Sq. Ft.	72	71 secured staff + 24 public
Totals	118,527 Sq. Ft.	392	559

** includes other unassigned public parking

* approximate building areas