

CITY OF MESA,
AN ARIZONA MUNICIPAL CORPORATION

LEASE AGREEMENT

with

CYCLEHOP, LLC.,
A Florida Limited Liability Company

for

1340 W. UNIVERSITY DRIVE
MESA, ARIZONA

Effective Date: _____

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EXHIBIT A – The Premises

EXHIBIT B – Photo of Property

EXHIBIT C – Depiction of Leased Premises

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LEASE AGREEMENT

This Lease Agreement (this "Lease") is executed to be effective the ____ day of _____, 2017 (the "Effective Date") between THE CITY OF MESA, an Arizona municipal corporation ("Mesa" or "Landlord"), and CYCLEHOP. LLC., a Florida Limited Liability Company ("Tenant"). Landlord and Tenant may be referred to jointly as "Parties," and each separately as a "Party."

RECITALS

A. Landlord owns the property located at 1340 W. University Drive, Mesa, Arizona, legally described on the attached **Exhibit "A"** (the "Property").

B. The parties entered into that certain Agreement dated October 20, 2015 pursuant to which Tenant is to establish, operate, promote and maintain Mesa's Bikeshare Program (the "Prime Agreement").

C. The Prime Agreement requires the Tenant to maintain the 100 System bicycles.

D. To fulfill the maintenance requirement of the Prime Agreement, Tenant desires to lease, and Mesa is willing to lease, pursuant to the terms of this Lease, portions of the Property, which includes non-exclusive, joint use of the parking spaces in the rear of the Property, and any and all improvements presently existing thereon (subject to their availability, as otherwise provided in this Lease).

E. Landlord is a "Government Lessor" under Arizona Revised Statutes ("A.R.S.") § 42-6201(1) and Tenant is a "Prime Lessee" under A.R.S. § 42-6201(4).

F. The gross building space of the Building, as defined under A.R.S. § 42-6201(3), is 4242 sq. ft. and Tenant desires to lease the entire building, and Landlord is willing to lease for a period of time in excess of thirty consecutive days, pursuant to the terms of this Agreement, approximately 4,242 square feet of the Building for Tenant's use as more specifically depicted on Exhibit B.

G. The 4242 square feet of the Building will be used solely and exclusively by the Tenant for industrial purposes and constitutes "Government Property Improvement" under A.R.S. § 42-6201(2). The Government Property Improvement and all improvements or alterations Tenant makes thereto are hereunder collectively referred to as the "Leased Premises." The term "Leased Premises" does not include the interest of the City in public utility easements, dedicated rights of way, or the improvements therein.

H.

I. Tenant will make any improvements to Leased Premises to permit Tenant to occupy and fit out for Tenant's purposes the Premises exclusively under Tenant's control, at Tenant's sole expense. Improvements which do not require building permits and are less than \$5000 may be made without the Landlord's consent.

J. The Parties intend this Lease to be effective and enforceable upon entering into this Lease, but the rental payments will not begin until the Rent Commencement Date (as defined in Section 4.1 below).

K. Tenant shall use the Leased Premises solely for the maintenance of the bicycles which is the subject of the Prime Agreement.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein, and the terms and conditions of this Lease, the Parties agree as follows:

1. LEASE.

1.1 The Leased Premises. Landlord hereby leases the Premises, not including the utility mechanical rooms as shown on Exhibit C attached, to Tenant subject to all matters that a physical inspection of the Premises would disclose and all matters of record, including but not limited to liens, encumbrances, easements, assessments, and restrictions; and further subject to all operational and use restrictions and other terms, limitations, and conditions set forth in this Lease. Additionally, subject to the preceding sentence, the Premises are subject to: (i) all applicable present and future laws, regulations, ordinances, resolutions, building restrictions and regulations, and zoning laws of the City of Mesa; however, Landlord confirms to Tenant that the Leased Premises and Property and Tenant's contemplated use, as of the Rent Commencement Date, will comply with all materially applicable City building and zoning codes; (ii) the condition and state of repair of the Premises as of the Rent Commencement Date; (iii) the right of access by the City of Mesa to utility lines, telecommunication lines, cable lines, and other similar improvements when needed by the City of Mesa for repair or replacement; and (iv) the right of access by the City of Mesa to make repairs and maintain systems as required by this Lease. .

1.2 Right to Use the Premises. As of the Rent Commencement Date (as defined in Section 4.1), Landlord agrees that so long as Tenant shall timely pay the Premises Rent (as defined in Section 4.1) and other charges required to be paid hereunder, and perform all of its other obligations under this Lease, Tenant shall peaceably have and enjoy the use of the Premises without hindrance from Landlord or anyone claiming by or through Landlord.

1.3 Condition of Premises. Tenant specifically acknowledges that Tenant, as of the Rent Commencement Date, will have inspected the Premises and, Tenant agrees to accept the Premises in an "AS IS, WHERE IS" condition without any warranty or representation from Landlord, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed except for those construction warranties of Landlord's general contractor.

1.4 Permitted Uses. Tenant shall only use the Leased Premises for the maintenance of the bicycles which is the subject of the Prime Agreement.

1.5 Continuous Operation. Tenant shall continuously use the Leased Premises during the Term (as defined below) for the Permitted Uses. If Tenant fails to so use the Leased Premises for a period of 120 consecutive days (other than in the event of a casualty affecting the entire Property), Tenant shall be deemed to have allowed the Leased Premises to "go dark," which shall be a default under this Lease, unless the Parties mutually agree to an extension of the 120-day period. Notwithstanding the foregoing or anything contained herein to the contrary, in the event Tenant's Prime Agreement is suspended or if its obligation to provide maintenance services thereunder are suspended, then Tenant shall have the right to suspend this Lease and all of its obligations hereunder from the date of such suspension until the date on which the Prime Agreement is no longer

suspended and Tenant is able to provide the maintenance services thereunder; further provided, however, if such suspension lasts longer than Sixty (60) days, or if the Prime Agreement is terminated, then Tenant shall have the right to terminate this Lease effective as of the earlier of the date of suspension or Tenant's election to terminate the Lease, and Tenant shall have no further obligations to Landlord hereunder.

1.6 Compliance with Laws. In its use of the Leased Premises and while on the Property, Tenant shall comply with all applicable laws, ordinances and regulations.

2. TERM.

2.1 Term. The term (the "Term") of this Lease shall commence on the Effective Date and shall continue until October 19, 2020, unless terminated earlier as provided in this Lease.

2.2 Renewal Periods. Tenant may seek to extend the Term for one (1) five-year period, so long as Tenant is not in default of any of its obligations hereunder (beyond any applicable cure period) at the date upon which Tenant's notice to Landlord of Tenant's request to extend the Term (each, an "Extended Term(s)"). Such request for extension shall be provided by Tenant no later than one hundred eighty (180) days prior to the last day of the Term (or the applicable Extended Term) by giving written notice to Landlord; and Tenant's failure to timely notify Landlord of its desire for the extension shall serve as Tenant's notice that Tenant no longer seeks to extend the term hereof. In Landlord's sole discretion, within thirty (30) days of its receipt of Tenant's notice, Landlord may either accept or reject Tenant's request for extension hereof.

3. LIMITED TERMINATION RIGHTS; EXCLUSIVE AND NONEXCLUSIVE RIGHTS; BUILDING ACCESS.

3.1 Exclusive and Nonexclusive Rights. Subject to the terms of this Lease, Tenant shall have only the exclusive right to occupy and use those portions of the Premises as depicted on **Exhibit "B"**, and then only while Tenant is in compliance with the terms and conditions of this Lease. All other rights granted to Tenant under this Lease are nonexclusive.

3.2 Intentionally Omitted.

3.3 Building and Premises Access. Access to both of the Building's bay doors and pedestrian entry in the rear of the Building shall be available by key cards and/or keys. The chain link fence, as depicted on Exhibit B shall be non-exclusive and be available to tenant by a double lock. Tenant shall be solely responsible for the security of access to the Leased Premises at its sole expense except for Landlord's maintenance of the physical key card system and causing the vendor/manager of the system to make repairs. Tenant shall hold Landlord (including its employees and agents) harmless and indemnify each of them for, from and against injury and death to persons and loss of property arising from the use of the Property, except for an injury, or death to persons and loss of property arising from landlord's negligence, or breach of this Lease.

4. PREMISES RENT, PAYMENT OF RENT AND ADDITIONAL PAYMENTS.

4.1 Premises Rent. Subject to Section 6.1, commencing on the 1st day of the month after this Lease is approved by the Mesa City Council (the “Rent Commencement Date”), and on the first of every month thereafter during the Term of this Lease, Tenant shall pay, without notice or demand, to Landlord a monthly rental amount of \$1729.00(the “Premises Rent”) for Tenant’s use of the Premises.

4.2 Modified Gross Lease. This Lease is a modified gross lease, and except as otherwise noted for Tenant’s obligations (a) to pay taxes and assessments in Sections 4.5 and 4.6, (b) to insure in Section 15 and (c) to repair and maintain in Section 7, Premises Rent includes the costs of Landlord’s ordinary Property maintenance (subject to Section 7.3), certain utilities as described in Section 21 and Property insurance expenses. Tenant acknowledges and agrees that its obligations to pay Premises Rent and all other charges due and owing under the terms of this Lease shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Tenant may have against Landlord or anyone else for any reason whatsoever; (ii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease by or through Tenant or any lack of right, power or authority of Tenant to enter into this Lease; (iii) any insolvency, bankruptcy, reorganization or similar proceedings by or against Tenant, or any other person; or (iv) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties that the Premises Rent shall continue to be payable in all events and in the manner and at the times provided by this Lease unless there is explicit provision to the contrary elsewhere in this Lease, for example, in Section 8.2, except for the suspension of the Prime Agreement.

4.3 Obligations Unconditional. Tenant agrees that Premises Rent shall be payable in advance, without prior notice or demand and without any right of offset or abatement except as otherwise expressly set forth in this Lease. Tenant shall not suspend or terminate the performance of its obligations hereunder as the result of any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Arizona or any political subdivision of either, unless there is an explicit provision to the contrary in this Lease.

4.4 Payment of Rent.

4.4.1 Without notice or demand, the Premises Rent is due and payable by Tenant to Landlord on the Rent Commencement Date and on 1st day of each month thereafter during the Term (and any Extended Term) of this Lease in lawful currency of the United States, either by check or electronic transfer. If Tenant fails to pay any installment of Premises Rent in full on or before the due date, Tenant shall be responsible for a late payment fee of two hundred dollars (\$200.00). In addition, in the event any installment of Premises Rent is paid more than twenty (20) days after the due date, a late penalty equal to ten percent (10%) of the amount of such delinquent installment shall be due and payable in addition thereto.

4.4.2 No payment to or receipt by Landlord of a lesser amount than that which is due and payable under the provisions of this Lease at any time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Landlord’s right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.4.3 All Premises Rent and any other payments shall be remitted to the following address (unless otherwise specified by Landlord) by the due date required by this Lease:

The City of Mesa, Arizona
Attn.: Real Estate
20 East Main Street
P.O. Box 1466
Mesa, Arizona 85211-1466

4.5 Additional Payments. Tenant shall pay without notice, and without abatement, deduction or setoff, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all sums, impositions, costs, expenses and other payments and all taxes including personal property taxes and GPLET (as defined in Section 4.6 below), assessments, special assessments, levies, licenses and permit fees, and other governmental or quasi-governmental taxes or charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever which, at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or with respect to, or become a lien on or encumbering, the Premises or any part thereof, or any appurtenances thereto, or any use or occupation of the Premises (all of which are sometimes herein referred to collectively as "Impositions," and, individually, as an "Imposition") provided, however, that:

A. if, by law, any Imposition may at the option of the Tenant be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Term before any fine, penalty, further interest or cost may be added thereto; and

B. any Imposition (including Impositions which have been converted into installment payments by Tenant, as referred to in the above paragraph (A) relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in the period of time after the expiration of the Term shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or become a lien upon the Premises, or shall become payable, during the Term) be adjusted between Landlord and Tenant as of the expiration of the Term, so that Tenant shall pay that portion of such Imposition attributable to the Term and Landlord shall pay the remainder thereof.

4.6 Government Property Lease Excise Tax. As required under A.R.S. § 42-6206, Tenant is hereby notified of its potential tax liability under the Government Property Lease Excise Tax ("GPLET") provisions of A.R.S. §§ 42-6201, *et seq.* Tenant shall be responsible for any and all applicable property taxes and all applicable GPLET Tax described in A.R.S. § 42-6201, *et seq.*, or similar laws in force from time to time that may be imposed on the Premises or on any interest of Tenant in the Leased Premises under this Agreement. Tenant acknowledges that, pursuant to A.R.S. § 42-6206, failure of Tenant to pay GPLET (if applicable) is an Event of Default hereunder.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENANT.

5.1 Lawfully Operating in Arizona. Tenant is a Florida Limited Liability Company duly organized, validly existing, in good standing in the State of Florida, and is authorized to operate under the laws of the State of Arizona. Tenant has full power and authority to execute, deliver and perform this Lease and the other documents to which it is a party and to enter into and carry out the

transactions contemplated by those documents. The execution, delivery and performance of this Lease and the other documents related to the Premises do not, and will not, violate any provision of law applicable to Tenant or its organizational documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which Tenant is a party or by which it is bound.

5.2 Duly Executed. This Lease has been duly executed and delivered by Tenant and it constitutes a valid, binding and enforceable agreement against Tenant.

5.3 No Additional Authorizations or Consents Needed. No authorizations, consents or approvals are required in connection with the execution and delivery of this Lease or in connection with the carrying out by Tenant of its obligations hereunder beyond those previously obtained by Tenant.

5.4 No Defaults. To the best of Tenant's knowledge, Tenant is not in default in the payment of any of Tenant's indebtedness for borrowed money; and Tenant is not in default in any material respect under any order, writ, judgment, injunction, decree, determination, or award or any indenture, agreement, lease or instrument that would adversely impact the Premises or leasehold interest created by this Lease.

5.5 Litigation. Tenant shall notify Landlord within ten (10) business days after the commencement of any action, suit, proceeding or arbitration against Tenant, or any material development in any action, suit, proceeding or arbitration pending against Tenant that, if adversely determined, would materially and adversely affect the Premises, the validity of this Lease or the performance of Tenant's obligations under this Lease.

5.6 Authorizations and Approvals. Tenant shall promptly obtain, from time to time at its own expense, and continuously maintain all such governmental licenses, rights, authorizations, consents, permits and approvals as may be required to enable it to comply with its obligations hereunder, including but not limited to all such approvals necessary to fulfill the obligations of this Lease.

5.7 Computer Hacking and Privacy Invasion Safeguards. Landlord is providing only standard Internet access to the building on the Property, without firewalls, and a single telephone switch with office lines; accordingly, Tenant is solely responsible for compliance with all laws pertaining to computer files, data security and protection of personal information, as such statutes pertain to issues of liability for user-generated content, computer fraud and abuse, copyright and domain name theft and data theft (provided Landlord agrees the Building tenants collectively may implement additional security at no cost to Landlord). By its execution of this Lease, Tenant holds harmless and indemnifies Landlord for, from and against the adverse consequences to Tenant, its administration, staff, students, faculty and invitees resulting from any computer operations in the Premises whether arising from hacking, virus invasion or "Trojan Horse" infection, or otherwise.

6. IMPROVEMENTS.

6.1 No Improvements. Except for improvements that do not require the issuance of a building permit and is less than \$5,000, Tenant shall make no physical improvements, alterations, additions, enhancements or modifications to the Premises during the Term of this Lease without the prior written permission of Landlord, which permission shall not be unreasonably withheld, conditioned or delayed as it pertains to Tenant's exclusively-used Premises.

6.2 Mechanics' Liens. Tenant shall keep the Premises, the Property and all improvements thereon free of any mechanic or materialman's liens from any third party claiming by or through Tenant. In the event that any such lien is filed, Tenant shall, at its sole cost, cause such lien to be removed by bonding over, obtaining court relief, or otherwise removing it within thirty (30) calendar days of notice thereof. If Tenant fails to so remove the lien, Tenant shall reimburse Landlord for all costs (including but not limited to costs to bond over such lien and attorney fees and costs) it incurs to remove the lien.

6.3 No Implied Consent. Nothing contained in this Lease shall be deemed or construed in any way as constituting Landlord's express or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Premises or any part thereof on behalf of Tenant, except as set forth in Section 6.1.

6.4 Permits Required. Tenant's construction (whether electrical, plumbing or mechanical construction or reconstruction) involving the Premises, if consented to by Landlord under Section 6.1 above, shall conform to the City Code for the City of Mesa, including the City of Mesa's construction and technical codes. Tenant shall be responsible for determining whether it is subject to any other building/construction codes or permit requirements, and for compliance with them to the extent they are applicable to Tenant's work. No such work shall be commenced without first submitting required plans to and obtaining required permits from the City of Mesa. All such work shall be permitted, inspected and approved by the City of Mesa.

7. MAINTENANCE AND REPAIRS.

7.1 Maintenance, Repairs, and Replacements. Tenant shall keep the Premises in a neat and clean condition and in good order, condition and repair, and shall make and perform all maintenance and all necessary repairs and replacements thereto, structural and non-structural, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description at Tenant's expense. Without limiting the foregoing, Landlord shall repair and maintain (and replace when necessary) landscaping, roofs, HVAC improvements, plumbing and electrical improvements, fixtures, walls, ceilings, parking areas, asphalt, concrete, driveways, and pathways in or on the Premises. All repairs made by Landlord shall be substantially the same in quality to the original work, and shall be made in accordance with all laws, ordinances and regulations whether heretofore or hereafter enacted.

7.2 Damage to the Improvements. Any portion of the Leased Premises damaged or destroyed by Tenant directly (as mutually determined by Landlord or Landlord's Designee and Tenant or Tenant's designee, including in this definition of "Tenant" its employees, contractors and agents), ordinary wear and tear and casualty damage excepted, shall be promptly repaired or replaced by Tenant at its sole expense to the reasonable satisfaction of Landlord and, in the event Landlord causes the work of repair or replacement to be performed, the direct cost of same shall be reimbursed directly to Landlord by Tenant.

7.3 Trash Removal. Tenant shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall encourage Tenant's invitees to keep such area free of all trash and debris, such as by participating in any reasonable recycling or like sustainability initiatives that may be implemented by Landlord or Landlord's Designee from time to time.

7.4 Emergency Repairs. Within fifteen (15) days of the Effective Date, Tenant shall provide to Landlord or Landlord's Designee, and thereafter update that party's records from time to time, with a list of names and telephone numbers for 24-hour emergency Tenant contact for issues involving the Premises.

8. DAMAGE TO AND DESTRUCTION OF PREMISES.

8.1 Landlord's Obligations to Restore. If, at any time during the Term, the Property, shall be damaged or destroyed by fire, casualty or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen ("casualty"), Landlord, at its sole cost and expense, to the extent of available insurance proceeds shall repair, alter, restore, replace, or rebuild the same substantially to the Property's value, condition, and character that existed immediately prior to such damage or destruction, and Landlord shall proceed and complete such restoration with reasonable diligence; and the restoration shall be performed by licensed and bondable Arizona contractors. If any casualty renders the whole or any material part of the Premises untenantable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 270 days after the date of the casualty, then Landlord will so notify Tenant within 30 days after the date of the casualty and, in such event, either party within thirty (30) calendar days of Landlord's notice, may terminate this Lease effective on the date of the casualty. Anything herein to the contrary notwithstanding, Landlord shall immediately secure the Property and undertake temporary repairs and work necessary to protect the public and to protect the Property from further damage; provided, if the damage or partial destruction is caused due to deliberate or reckless conduct of Tenant's employees, agents or contractors that is excluded from Landlord's insurance coverage, the terms of Section 7.3 above shall apply.

8.2 Lease Obligations Abated. At such times when Tenant is not in default hereunder that part or all of the Premises shall be untenantable due to the partial or total destruction thereof, Tenant's obligations under this Lease—including but not limited to Tenant's obligations to pay Rent and any other amounts owing under this Lease—shall be equitably abated based upon (a) the portion of the Premises in which the Permitted Uses cannot be conducted and (b) the period of interruption of the Permitted Uses, subject to the immediately following sentence. The previous sentence notwithstanding, there shall be no Tenant payment abatement to the extent Landlord is able to afford Tenant substitute space, within ten (10) calendar days following the destruction event, within another building enabling Tenant to continue the Permitted Uses pursuant to this Lease and that is otherwise adequate for Tenant's temporary needs as determined by Tenant in its reasonable discretion, which determination shall not be unreasonably conditioned or delayed. Moreover, Tenant shall not have the right to terminate this Lease due to the temporary untenantability of the Building, and for this purpose, Tenant hereby waives all rights to which Tenant might otherwise be entitled under A.R.S. Section 33-343. In all events, the full amount of Premises Rent owed by Tenant hereunder shall resume when Landlord obtains a certificate of occupancy (or equivalent clearance) from the City of Mesa for the repairs or restoration and notifies Tenant in writing that the Premises are available for occupancy.

9. ADDITIONAL PARKING AND SECURITY.

9.1 Additional Parking in Property Vicinity. The Property has on-site parking spaces located to the north of the Building, which includes parking designated for drivers with disabilities. Tenant acknowledges that all such parking is available on a first-come, first-served basis. Tenant and its employees and invitees are subject to compliance with the applicable parking provisions of the Mesa City Code and City of Mesa's parking requirements from time to time, and this Lease is not intended to modify or amend in any manner the Mesa City Code.

9.2 Security. Tenant shall be solely responsible for the security for its Premises, including but not limited to security within the Building and the parking lots on the Property; provided, the Building tenants collectively may implement additional security measures. The lone obligation of Landlord in regard to security and monitoring of the Property is to install within the Building the key card access system to provide security to Premises exclusively occupied by Tenant and maintain such key card access system. Tenant acknowledges that no City of Mesa employees, agents or contractors shall be monitoring security anywhere within the Property at any time during the Term. In addition to and without limiting any other indemnity in this Lease, Tenant shall indemnify, defend, and hold Landlord harmless from any claim relating to or arising out of security (including, but not limited to, adequacy of security, lack of security, and types of security installed) for the Property or for any employee, invitee, or person on the Property or within any building thereon. In so indemnifying and holding harmless Landlord, Tenant acknowledges the provisions of Section 3.3 restricting Landlord's obligation for security to its initial installation of key card access to the Building's exterior doors and maintenance of that system. Accordingly, Tenant hereby waives any future claim of a Landlord obligation to ensure that the cards are held exclusively by persons authorized to access the Building or that the cards are used appropriately by authorized persons. Expressly, but not by way of limitation, Tenant acknowledges and agrees that while the Building's key card access is part of the Property, the liability of Landlord does not include guarantying that such limited access is (a) reserved to authorized persons (as set forth in the preceding sentence) or (b) operational at all times, any provisions of Sections 3.3 and 7.1 above to the contrary notwithstanding.

10. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

10.1 Transfer Restrictions. During the Term, Tenant shall not transfer, assign, encumber, pledge or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Premises or any part thereof, nor permit any other person to occupy the Premises (each of which events is herein called a "Transfer"), without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Landlord may, as a condition of approval, require any potential transferee to submit historical and financial information to Landlord at least thirty (30) days prior to the proposed Transfer date. Tenant shall submit any proposed documentation relating to a proposed Transfer for Landlord's review and approval. Any Transfer entered into without the consent of Landlord shall be void upon notification by Landlord to Tenant. Any such Transfer shall require the transferee to assume all of the obligations of the Tenant under this Lease from the date of the transfer and thereafter, and shall not release Tenant from any claim or liability arising prior to the date of transfer.

10.2 Landlord's Assignment Prerogatives. Landlord shall be free to assign its rights under this Lease to any person (a) at any time without Tenant's consent, so long as the proposed assignee: (i) commits to assume all of Landlord's duties and obligations under this Lease; and (ii) agrees to leave Tenant's possession undisturbed so long as it is not in default under the Lease. Upon the lapse of the Term, Landlord's assignment restriction shall no longer bind Landlord for any purpose.

11. IDENTIFICATION SIGNS.

Tenant shall comply with the Mesa's permitting sign process at its sole expense. All signage is subject to compliance with the Mesa City Code (when applicable), including its Zoning Ordinance requirements (implicating a process and approvals separate from this Lease). Signs shall be approximately equal in size among the Property.

12. TENANT DEFAULT AND LANDLORD REMEDIES.

12.1 Events of Default. Each of the following shall constitute a material default of this Lease by Tenant (an "Event of Default"):

12.1.1 The failure of Tenant to pay any installment of Premises Rent due or any other amount described in Section 4 under this Lease, provided that Tenant does not cure fully such failure within thirty (30) business days after delivery by Landlord of a written notice of such failure; or

12.1.2 The failure of Tenant to perform any of its other obligations under this Lease, provided that Tenant does not cure such failure within thirty (30) calendar days after delivery by Landlord of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) calendar days to complete and Landlord agrees, then the time to cure shall be extended so long as the cure is being diligently pursued; or

12.1.3 The filing of any mechanic's, materialman's or other lien or any kind against the Premises or Property because of any act or omission of Tenant which lien is not discharged, by bonding or otherwise, within thirty (30) calendar days of receipt of actual notice thereof by Tenant; or

12.1.4 The taking of possession for a period of thirty (30) days or more of all or substantially all of the personal property used on or at the Property belonging to Tenant by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator; or

12.1.5 The voluntary abandonment by Tenant of its operations or a substantial portion of its operations at the Property for a period of (one hundred twenty (120) days or more (excluding a casualty event); or

12.1.6 The failure of Tenant to maintain all insurance coverage required by Section 16.1 of this Lease (and any cure must cover any lapsed or uncovered period of time); or

12.1.7 Tenant dissolves or files, petitions or institutes any proceeding under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), either as such Bankruptcy Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby Tenant asks or seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of Tenant's debts, or for any other similar relief, or any involuntary petition in bankruptcy is filed against Tenant and the same is not stayed or discharged within ninety (90) days from such filing or any other petition or any other proceedings of the foregoing or similar kind or character is filed or instituted or taken against Tenant, or a receiver of the business or of the property or assets of Tenant shall be appointed by any court except one appointed at the instance or request of Landlord, or Tenant shall make a general assignment for the benefit of Tenant's creditors.

12.2 Landlord's Remedies. Upon the occurrence of an Event of Default under this Lease, Landlord may, without prejudice to any other rights and remedies available to a Landlord at law or in equity, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

12.2.1 Terminate this Lease and re-enter without notice and take possession of the Premises and remove any property therein; or

12.2.2 Without terminating this Lease, re-enter without notice, terminate Tenant's right to possession of the Premises and take possession of the Premises and take possession of or remove any property therein; or

12.2.3 With or without such re-entry, recover possession of the Premises and demand Premises Rent in the manner prescribed by any statute; or

12.2.4 With or without terminating this Lease, re-let the Premises or any portion thereof.

12.3 No Implied Termination. Landlord shall not be deemed to have terminated this Lease unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant hereby waives all claims based on Landlord's reentering and taking possession of the Premises or removing and storing the property of Tenant and shall save Landlord harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Landlord.

12.4 Landlord's Costs to Re-Lease. Landlord is authorized to make such repairs to the Premises, as may be necessary for the purpose of attempting to re-let the Premises, and the costs and expenses incurred for such repairs shall be paid by Tenant to Landlord within ten (10) business days after receipt of Landlord's statement therefor.

12.5 Landlord's Damages Relating to Rent. Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of the Event of Default, which shall include, without limitation, (i) all amounts due and owing as of the termination and (ii) all of Landlord's expenses in connection with any repossession or re-letting including but not limited to repossession costs, repairs, refurbishments to the Premises, brokerage commissions, attorneys' fees, and legal expenses, all of which shall be paid by Tenant within ten (10) business days of Landlord's invoice to Tenant for such amounts.

12.6 Landlord May Perform Tenant's Obligations, Interest on Amounts Owed. In the Event of a Default, Landlord may (but shall not be obligated to) cure such default (e.g., make payments or perform or comply with such obligations) and all amounts paid or expended by Landlord to cure such default shall become an additional obligation of Tenant to Landlord, which amounts Tenant agrees to pay within five (5) business days of invoice to Tenant. If Tenant fails to pay any amount owing under this Lease on or before the due date, Tenant shall be responsible for interest on the unpaid amount at the rate of twelve (12%) per annum from the due date until payment in full is made.

12.7 No Waiver by Landlord. There shall be no implied waivers. No express waiver by Landlord of any breach or default by Tenant in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Tenant in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in the waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or for any subsequent similar acts by Tenant.

12.8 Content of Default Notice. Any default notice tendered to Tenant hereunder shall be deemed to be sufficient if it is written reasonably calculated to put Tenant on inquiry as to the nature and extent of such default(s).

13. LANDLORD'S DEFAULT AND TENANT REMEDIES.

13.1 Landlord Default. The following shall constitute a material default of this Lease by Landlord (a "Landlord Default"): the failure of Landlord to perform any of its obligations under this Lease, provided that Landlord does not cure such failure within thirty (30) calendar days after delivery to Landlord by Tenant of a written notice of such default (except with respect to the Improvements, which is addressed in Section 14.4); provided, however, if a cure of the default reasonably requires more than thirty (30) calendar days to complete and Tenant agrees, then the time to cure shall be extended so long as the cure is being diligently pursued.

13.2 Content of Default Notice. Any default notice tendered to Landlord hereunder shall be deemed to be sufficient if it is written and reasonably calculated to put Landlord on inquiry as to the nature and extent of such default.

13.3 Tenant Remedies. Upon the occurrence of a Landlord Default under this Lease, except as set forth in Section 14.4, Tenant may seek any right or remedy allowed at law or in equity or by statute or otherwise (except as provided below) for such breach, including but not limited to seeking specific performance, all of which shall be construed and held to be cumulative and non-exclusive; provided, however, Tenant shall not seek, and hereby waives any right to, damages from Landlord for loss profits, loss of sub-rents, loss of any other revenue, loss of business opportunity, loss of good will, or loss due to business interference.

14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this Environmental Protection Section shall, for all purposes of this Lease have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 *Environmental Laws.* The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the *Comprehensive Environmental Response, Compensation, and Liability Act*, 42 USC Section 9601 et seq.; the *Resource Conservation and Recovery Act*, 42 USC Section 6901, et seq.; the *Toxic Substances Control Act*, 15 USC Section 2601 et seq.; the *Safe Drinking Water Act*, 42 USC Section 300h et seq.; the *Clean Water Act*, 33 USC Section 1251 et seq.; the *Clean Air Act*, 42 USC Section 7401 et seq.; the *Arizona Hazardous Waste Management Act*, A.R.S. Section 49-921 et seq. the *Arizona Environmental Quality Act*, A.R.S. Title 49, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 *Hazardous Material.* The term "Hazardous Material" shall mean any toxic or hazardous material, hazardous substance or hazardous waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental Law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

14.1.3 *Release*. The term “Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

14.2 Tenant Compliance.

14.2.1 Tenant shall, at Tenant’s own expense, comply with all present and hereafter enacted Environmental Law, including any amendments thereto, affecting Tenant’s activities on and affecting the Property during the period of Tenant’s occupancy of the Premises under this Lease.

14.2.2 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Tenant’s agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Tenant may bring on the Property such materials as cleaners, solvents, or paint or substances in connection with Tenant’s Permitted Use of the Premises, consistent with this Lease, provided that such use (i) shall comply fully with all applicable Environmental Laws and (ii) Tenant shall supply Landlord with a copy of a completed material safety data sheet that catalogs the information on chemicals, compounds and mixtures employed by Tenant for its instructional activities and updates same on an annual basis.

14.3 Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord, and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, to the extent arising from or directly related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity in each case which are incurred or assessed as a result of any Hazardous Materials brought upon, kept or used about the Leased Premises and Property during the Term of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Property, including land, soil and underground or surface water as required under the law. Tenant’s obligations and liabilities under this Section of the Lease shall survive the termination of this Lease. The indemnification of Landlord by Tenant as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Property or present in the soil or ground water on or under the Property due Hazardous Material brought upon, kept or used in or about the Property by Tenant’s, or its officers’, directors’, employees’, agents’, contractors’ or invitees’ or its sub-tenant’s. If Landlord’s right to enforce Tenant’s promise to indemnify is not an adequate remedy at law for Tenant’s failure to abide by the provision of this Section 14.6, Landlord shall have the right to injunctive relief in the event of any violation or threatened violation by Tenant. The indemnification of Landlord by Tenant as described above shall not include indemnification for costs, claims or suits that occur, are incurred by or assessed as a result of any of activities or operations upon the Property or as to hazardous substances storage, or discharges upon or beneath the Property, occurring prior to the Effective Date or to the extent arising from any Hazardous Materials that existed at or below the Property prior to the Effective Date.

14.4 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Tenant results in any Release on the Property in violation or potential violation of any Environmental Law, Tenant shall notify Landlord of the release and promptly take action to remediate the affected property at its sole expense as necessary to return the property to the condition existing prior to the introduction of any such Hazardous Material. Failure of Tenant promptly to act shall implicate Landlord’s right to enter

under Section 15.9 and, at Landlord's election (without obligation), Landlord's right to conduct the remediation at the sole cost and expense of Tenant.

14.5 Governmental Submittals. Tenant shall cooperate with Landlord to, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws with respect to Tenant's, or its officers', directors', employees', agents', contractors' or invitees' or its sub-tenants' occupancy, activities or operations on the Property. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Tenant's activities or actions on the Property which occur during the term of this Lease, then Landlord shall, at Tenant's expense, prepare and submit the required plans and financial assurances, and carry out the approved plans and cleanup.

14.6 Information Sharing. Tenant shall immediately notify Landlord of any of the following: (i) Tenant's receipt of any notification from any governmental entity either charging or informing Tenant that it will be charged with a significant (as defined below) violation of Environmental Laws, and (ii) any significant change in Tenant's activities on the Property that is reasonably likely to adversely change Tenant's or Landlord's obligations or liabilities under the Environmental Laws. In addition, Tenant agrees to provide Landlord with copies of documents reflecting the physical condition of the Property, including but not limited to, and environmental testing of soils and groundwater if any such documents or tests are obtained by Tenant. A "significant violation of Environmental Law" shall be any violation that requires more than thirty (30) calendar days to resolve.

14.7 Sublease. If Tenant shall receive prior written authorization from Landlord to sublease all or a portion of the Premises (or is allowed under the terms of Lease to sublease without approve of Landlord), Tenant shall insert provisions substantially identical to the provisions of this Section entitled "Environmental Protection" in any sublease agreement or contract by which it grants a right or privilege to any person, firm, corporation, or other entity under this Lease.

14.8 Actions of Parties. The activities or actions of either party under this Environmental Protection Section of this Lease shall include the activities or actions of each party's officers, directors, employees, agents, contractors, invitees and successors.

14.9 Right to Enter Premises. Landlord's rights under this Section 15 specifically include the right of Landlord, the United States Government, the Environmental Protection Agency (the EPA), the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises without notice to Tenant for purposes of: (i) inspecting Tenant's compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Landlord shall endeavor to give Tenant twenty-four (24) hour's prior notice of its intention to enter the Premises unless it determines immediate entry is required for safety, environmental, operations, or security purposes. Tenant shall have no claim against the United States, EPA, ADEQ, ADOSH, or Landlord, or any officer, agent, employee, or contractor thereof on account of any such entries.

14.10 Landlord's Environmental Responsibilities. If (1) Hazardous Material is discovered at the Building predating the Rent Commencement Date and (a) Environmental Laws require removal, abatement or other remediation of same ("Remediation"), (b) Tenant's acts or failures to

act were not the cause of the required Remediation or (2) following the Rent Commencement Date, Landlord or its agents or contractors causes the presence of Hazardous Material on the Property, in the event of either (1) or (2), Landlord shall cause Remediation of the Hazardous Material to occur to the extent required by Environmental Laws. In the event of circumstance number (1) above, however, the obligation to do Remediation shall be subject to the following sentences. If Remediation is not financially feasible (in Landlord's reasonable discretion), then Landlord will notify Tenant, within thirty (30) days after Landlord receives an expert opinion from its environmental consultant addressing the scope and cost of Remediation, that Landlord will not undertake Remediation. In that case, (i) Landlord's determination shall not constitute a default under this Lease and (ii) either party shall have the right to terminate this Lease upon thirty (30) days prior notice to the other; and from and after the termination date, neither party shall have any liability or obligation to the other except for any expressly surviving obligation contained herein. If Remediation or the Hazardous Material limits Tenant's use of the Building, Premises Rent shall abate in some equitable fashion, based upon Tenant's losing use of the Premises, until the Remediation is complete according to applicable Environmental Laws (and completed Remediation shall nullify Tenant's right to terminate this Lease under this Section 15.10) or until the Lease is terminated, whichever first occurs. Notwithstanding the foregoing, if the Remediation were caused by Hazardous Materials brought upon, kept or used in or about the Property by Tenant, (i) the provisions of Section 15.4 shall apply and shall supersede this Section 15.10 and (ii) Tenant shall have no right to terminate this Lease under any provision hereof until Remediation is complete according to Environmental Laws. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be liable for any pre-existing Hazardous Materials on the Property even if they were located beneath the Property.

15. INSURANCE.

15.1 Tenant Coverage Required. Upon the Effective Date, Tenant shall procure and at all times maintain the following types and amounts of insurance for its operations at, and use of, the Premises:

15.1.1 General Liability Insurance. General Liability insurance with minimum coverage of \$3,000,000 assuring coverage with respect to incidents at the Property or with respect to student, faculty and staff death or injury. Liability coverage must include Product Liability, Personal/Advertising Injury and Contractual Liability coverage; if Tenant's standard policy coverage does not afford the specified assurances, Tenant shall procure special endorsements or a custom policy that provides this coverage. The Landlord, its agents, officials, volunteers, officers, elected officials and employees shall be named as additional insureds on all such coverage.

15.1.2 Automobile Liability Insurance. Automobile Liability insurance for all owned, non-owned and hired vehicles in the amount of at least \$1,000,000 per occurrence.

15.1.3 Property Insurance. Tenant shall be responsible for carrying fire and extended risk insurance coverage for the full replacement value of its personal property and those trade fixtures incorporated in its Tenant Fit-Out. Such coverage shall include business interruption coverage in an amount sufficient to pay all the Rent described in Section 4. All merchandise, furniture, floor coverings, and personal property and fixtures owned by Tenant and all persons claiming by or through Tenant on the Premises from time to time shall be at Tenant's sole risk to insure.

15.1.4 Workers' Compensation Insurance. Tenant shall maintain workers' compensation insurance to cover obligations imposed by federal and state statute.

15.2 Evidence and Requirements For Tenant Insurance Coverage. Upon the Effective Date, Tenant shall provide the Landlord with a Certificate(s) of Insurance (using the appropriate ACORD certificate) signed by the Issuer with applicable endorsements. Landlord reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating to the policies.

15.2.1 Tenant's insurance shall be primary of all other sources available. No policy shall expire, be cancelled or materially changed to affect the coverage available without advance written notice to the Landlord.

15.2.2 All insurance certificates and applicable endorsements are subject to advance review and approval by Landlord's Risk Manager.

15.2.3 All insurance policies (whether or not required by this Lease) shall contain a waiver of subrogation in favor of the Landlord, and its agents, officials, volunteers, officers, elected officials and employees.

15.2.4 All policies shall be from a company or companies rated A- or better, authorized to do business in the State of Arizona.

15.3 No Limits on Tenant Indemnification. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

15.4 Use of Proceeds. Proceeds (or an equivalent amount of such proceeds) of any property damage insurance shall be applied as required by this Lease.

16. INDEMNITY.

16.1 Indemnity.

16.1.1 Tenant will pay, defend, protect, indemnify and save harmless individually and collectively Landlord and its officials, elected officials, employees, volunteers, and agents (collectively, the "Indemnified Persons"), for, from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and costs), causes of action (whether in contract, tort, or otherwise), suits, claims, demands, and judgments of every kind, character and nature whatsoever (collectively, the "Liabilities") directly or indirectly arising from or relating to Tenant's performance under this Lease, or due to Tenant's, or its officers', directors', employees', agents', contractors' or invitees' or its sub-lessees' occupancy of, or activities or operations on, the Premises, including, but not limited to, the following:

A. any liability directly or indirectly arising out of or connected with the use, non-use, condition or occupancy of the Leased Premises or any part thereof, or any accident, injury to or death of any person or damage to property in or upon the Leased Premises, during the Term of this Lease;

B. any breach or violation by Tenant of any agreement, covenant, warranty, representation, or condition of this Lease, any other documents executed in connection with this Lease;

C. any violation by Tenant, or its officers, directors, employees, agents, contractors or invitees or its sub-lessees, of any contract, agreement or restriction relating to the Premises;

D. any violation by Tenant, or its officers, directors, employees, agents, contractors or invitees or its sub-lessees, of any law, ordinance, or regulation affecting the Premises or any part thereof or the ownership, occupancy or use thereof during the Term of this Lease;

provided, however, that nothing in this Section 16.1.1 shall be deemed to provide indemnification to an Indemnified Person with respect to Liabilities arising from the fraud, gross negligence or willful misconduct of such Indemnified Person.

16.1.2 After service of a legal action to an Indemnified Person for which Tenant's indemnification obligations would apply, such served Indemnified Person shall notify Tenant in writing of the commencement thereof; provided that the failure to give such notice shall not result in the loss of rights to indemnity hereunder, except that the liability of Tenant shall be reduced by the amount of any loss, damage or expense incurred by Tenant as the result of such failure to give notice. Tenant may, or if so requested by the Indemnified Person shall, participate therein and assume the defenses thereof, with counsel reasonably satisfactory to such Indemnified Person and Tenant. If Tenant shall, after notice and within a period of time necessary to preserve any and all defenses to any claim asserted, fail to assume the defense or to employ counsel for that purpose satisfactory to the Indemnified Person, the Indemnified Person shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matters on behalf of, for the account of, and at the risk of, Tenant, and Tenant shall be responsible for the reasonable fees, costs, and expenses, (including reasonable attorneys' fees and costs) of the Indemnified Person in conducting its defense.

16.1.3 The indemnification provisions in this Section shall not be exclusive or in limitation of, but shall be in addition to, the rights to indemnification of the Indemnified Persons under any other Section of this Lease or any applicable law.

16.1.4 The obligations of Tenant under this Section 16 shall survive any assignment or termination (voluntary or involuntary) of this Lease.

16.2 Landlord's Sole Indemnity Obligation. Landlord will pay, defend, protect, indemnify and save harmless individually and collectively Tenant and its officials, employees and agents (collectively, the "Tenant Indemnified Persons"), for, from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and costs), causes of action, suits, claims, demands, and judgments of every kind, character and nature whatsoever (collectively, a "Tenant Claim") directly or indirectly arising from or relating to the fraud, negligence or willful misconduct of Landlord, its agents or employees, subject to State of Arizona laws governing immunities (absolute and qualified) of government employees and public officials, none of such immunities hereby being waived or modified in any manner by Landlord. The provisions of Section 16.1.2 pertaining to process shall apply similarly (reversing the roles of the parties) in the event of a Tenant Claim, so long as the Tenant Indemnified Persons and each of them timely comply with the notice and other requirements of that Section. Tenant understands and agrees that mere negligence (aka "simple negligence") of Landlord, its agents or employees does not implicate any Landlord obligations to indemnify under this Lease or otherwise.

17. SURRENDER OF POSSESSION.

17.1 Condition of Property. Upon the expiration or earlier termination of this Lease, Tenant's right to occupy the Property and exercise the privileges and rights granted under this Lease shall cease, and Tenant shall peaceably surrender the same and leave the Building free of trash and debris, broom clean and in good condition, except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Tenant in or on the Premises, identified as the property of Tenant, which is not permanently affixed thereto shall remain the property of Tenant, and Tenant shall have the right at any time during the Term of this Lease, to remove the same from the Premises, provided that Tenant shall repair, at its sole cost, any damage caused by such removal. Any property of Tenant not removed by Tenant within thirty (30) days after the expiration or termination of this Lease shall become a part of the Premises or be deemed abandoned by Tenant, and ownership thereof shall vest in Landlord. Tenant shall, however, remain financially liable to Landlord for the costs of repairs to the Premises or any other portion of the Property incurred as a result of Landlord's removal and/or relocation of property formerly belonging to Tenant not otherwise removed from the Premises as provided herein, and shall remit to Landlord payment for such costs within ten (10) business days of Tenant's receipt of Landlord's invoice therefor.

18. HOLDING OVER; INSPECTION/ACCESS BY LANDLORD.

18.1 Holding Over. Tenant shall not remain in possession of the Premises after the expiration or earlier termination of the Term, or Extended Term, without the express written consent of Landlord. Should Tenant remain in any other part of the Property without the express written consent of Landlord, such tenancy shall be at the sufferance of Landlord and not a renewal of the Term and in such case, the Premises Rent shall be one hundred fifty percent (150%) times the amount payable during the last year (or month as applicable for month-to-month rent payments) of the Term, together with all other charges due pursuant to this Lease; and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Tenant remains without Landlord consent, Tenant shall be liable for all of Landlord's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Landlord as a result of Tenant's trespass, and damages and expenses incurred by Landlord for its inability to deliver possession of the Premises to another occupant.

18.2 Landlord's Access. Landlord may enter the Premises at reasonable times and upon reasonable notice for any reasonable purpose including, but not limited to: inspecting the condition of the Premises, verify compliance with the terms and conditions of this Lease, perform maintenance or repairs, or the exercise of its governmental functions for such activities as fire protection or security; provided, however, that no notice will be required in any emergency situation as reasonably determined by Landlord. When feasible in the circumstances (excepting in emergency situations), Landlord will invite Tenant to have Tenant's representative accompany Landlord's agents or contractors on Landlord's inspections or maintenance visits to the Premises.

19. NOTICE.

19.1 Method of Delivery; Addresses. All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO LANDLORD: The City of Mesa
 Attn.: Real Estate
 20 East Main Street
 Mesa, Arizona 85211

With copies to: The City of Mesa
Attn: City Manager
20 East Main Street
Mesa, Arizona 85211

TO TENANT: Josh Squire, CEO
CycleHop, LLC
1631 Colorado Avenue
Santa Monica, CA 90404

19.2 Deemed Delivery and Change. Any notice shall be deemed to have been received three (3) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by courier service. Any Party may designate in writing a different address for notice purposes by giving such notice in accordance with this subsection.

20. LIENS AND MORTGAGES.

Except as may be permitted under the terms of this Lease, Tenant shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Property or this Lease, place or suffer to be placed upon any part of the Property any lien or other encumbrance, or suffer any levy or attachment to be made on Tenant's interest in the Premises or this Lease. Except as contemplated in this Lease, any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting a failure by Tenant to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

21. UTILITY LINES AND SERVICE CHARGES.

21.1 Payment Obligations. Tenant shall timely and fully pay for all utilities, including trash pickup, electric, gas, water and sanitary sewer, internet, telephone (including the land line system that is part of the Improvements which shall be billed by the provider) and cable and related charges provided to the Premises under direct contract with Tenant. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish; and Landlord shall have no responsibility therefor.

21.2 Utility Line Usage. Landlord retains the right to the continued use for any utility lines and utility improvements and services (including but not limited to all uses allowed in a public utility facilities easement under the Mesa City Code) as are presently on, under, over, or through the Property and the right to repair, maintain, and replace the same when necessary in Landlord's sole discretion, including but not limited to any utility easements on the Property. Landlord shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Tenant's activities thereon.

22. RESERVATIONS TO THE CITY OF MESA.

Utility Improvements. The Premises are accepted, and the Property is used, by Tenant subject to any and all existing easements or other encumbrances of record or that an ALTA survey of the Premises would reveal. Landlord shall have the right to install, lay, construct, maintain, repair and operate such water lines, sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; telephone and telegraph power lines; and such other

appliances and appurtenances necessary or convenient to use in connection therewith (“Utility Improvements”), over, on, across or in proximity to the Property or any part thereof, as will not unreasonably interfere with Tenant’s operations hereunder, and to enter upon the Property for such purposes; provided, however, that Landlord provides Tenant with written notice of such entry no less than thirty (30) calendar days prior to any construction within the Building. Landlord also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on, across or in proximity to any portions of the Property, provided, that Landlord shall not exercise such rights so as to interfere unreasonably with Tenant’s activities on the Property. Landlord agrees that any rights granted to any parties by reason of this clause shall contain provisions that the Property shall be restored to its original condition, at no cost to Tenant, upon the completion of any construction.

23. BROKERS.

Each party represents and warrants that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. To the fullest extent permitted by law, each party further agrees to indemnify, defend (with counsel selected by the indemnitee) and hold the indemnified party’s successors and assigns harmless for, from and against any and all claims, costs, commissions, fees or damages by any person or firm whom either party authorized or employed, or acted by implication to authorize or employ, to act for that indemnifying party in connection with this Lease.

24. SALE OF PREMISES BY LANDLORD.

If there is a sale or other conveyance by Landlord of its interest in the Premises, Landlord shall be deemed released from all liability accruing from and after the date of consummating such sale or conveyance as respects the performance of any covenant or obligation on the part of Landlord contained in this Lease to be performed. Upon such a sale or conveyance, the covenants and obligations contained in this Lease on the part of Landlord shall be binding on its successors or assigns. Landlord and any of its successors in interest agree not to disturb or otherwise interfere with Tenant’s possession of the Premises for the unexpired Term of the Lease, except as otherwise provided herein provided Tenant has not committed an uncured default hereunder beyond the applicable cure period. From and after the such sale or conveyance, Tenant shall be bound to such successor or assign who becomes the new Landlord under this Lease; and Tenant shall attorn to such successor or assign as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of either party.

25. ESTOPPEL CERTIFICATE.

Both Parties shall, without charge, at any time and from time to time hereafter, within thirty (30) calendar days after written request from the other Party to do so, certify by written instrument duly executed and acknowledged by the Party and certified to the requesting Party and to any prospective lender or purchaser the following, to the extent such information is true and correct at the time such request is made: (i) as to whether this Lease is in full force and effect, along with the amount and current status of the Premises Rent and other amounts due hereunder; (ii) as to whether this Lease has been modified or amended in any respect or describing such modifications or amendments, if any; (iii) as to whether there are any existing defaults, to the knowledge of the Party executing the certificate, and specifying the nature of such defaults, if any; (iv) as to whether that Party has assigned or transferred its interests or any portion thereof in this Lease; and (v) as to any other matters as may be reasonably requested. Any such certificate may be relied upon by the requesting Party and any prospective purchaser or lender to whom the same was certified.

26. CONDEMNATION.

26.1 Entire or Partial Condemnation. If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public use or purposes during the Term of this Lease, this Lease shall terminate with respect to the part of the Premises so taken, and Tenant reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage or injury to its leasehold interest (as well as relocation and moving costs) without impairing any rights of, or the award otherwise payable to, Landlord for the taking of or injury to the Landlord's interests.

26.2 Continuation of Lease. In the event of a taking of less than all of the Premises, this Lease shall continue in effect with respect to the portion of the Premises not so taken; the Premises Rent shall not be adjusted except if the taking materially affects Tenant's use of the Premises and in such event the Premises Rent shall be equitably adjusted as agreed to by the Parties. Provided, further, however, if the taking is so material that the remaining part of the Premises cannot feasibly be used or converted for use by Tenant for the uses contemplated by the Lease, Tenant may, at its option, terminate this Lease within ninety (90) days after such taking by serving upon Landlord at any time within said ninety (90) day period, a thirty (30) day written notice of Tenant's election to so terminate accompanied by a certificate of Tenant that the remaining part of the Premises cannot feasibly be used or converted for use by Tenant.

26.3 Temporary Taking. If the temporary use of the whole or any part of the Premises or the appurtenances thereto shall be taken, the Term shall not be reduced or affected in any way. The entire award of such taking (whether paid by way of damages, rent, or otherwise) shall be payable to Tenant, unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this Lease, in which event the award made for such taking shall be apportioned between Landlord and Tenant as of the date of such expiration.

26.4 Notice of Condemnation. In the event any action is filed to condemn the Premises or Tenant's leasehold estate or any part thereof by any public or quasi-public authority under the power of eminent domain, either Landlord or Tenant shall give prompt notice thereof to the other Party. Each Party shall have the right, at its own cost and expense, to represent its respective interest in each proceeding, negotiation or settlement with respect to any taking or threatened taking and to make full proof of its claims. No agreement, settlement, conveyance or transfer to or with the condemning authority affecting Tenant's leasehold interest shall be made without the consent of Tenant, which shall not be unreasonably withheld or delayed.

27. MISCELLANEOUS.

27.1 Compliance with Laws and Governmental Capacity; Tenant's City Approvals.

27.1.1 Landlord and Tenant shall at all times comply with all applicable federal, State and local laws, ordinances, rules, and regulations which are applicable to its activities on the Premises (including but not limited to the Americans with Disabilities Act, A.R.S. §15-108 (prohibiting any person possessing or using marijuana on the Property, enforcement of which statute shall not be the responsibility of Landlord) and the Mesa City Code). Any approvals Tenant is required to obtain from Landlord under this Lease are in addition to and separate from approvals Tenant must obtain from Landlord (acting in its governmental capacity through its boards or departments), including but not limited to applicable approvals required under the City of Mesa Building Code or Zoning Ordinance. Notwithstanding anything in this Lease to the contrary, this Lease does not affect the City of Mesa in its governmental capacity.

27.1.2 Governing Law, Venue, and Jurisdiction. The laws of the State of Arizona, including its conflicts of law provisions, shall govern the matters set forth in this Lease. Venue and jurisdiction for any action brought under this Lease shall only be brought in (and shall not be removed from) Superior Court, in Maricopa County, Arizona. In the event of any litigation or arbitration between Landlord and Tenant arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

27.3 No Personal Liability of Officials of Landlord or Tenant. None of the covenants, stipulations, promises, agreements and obligations of Landlord or Tenant contained herein shall be deemed to be covenants, stipulations, promises, agreements or obligations of any official, officer, agent or employee of Landlord or Tenant in his or her individual capacity, and no recourse shall be had for the payment for any claim based thereon or any claim hereunder against any official, officer, agent or employee of Landlord or Tenant.

27.4 Severability. If any provision of this Lease is declared void or unenforceable (or is construed as requiring either party to do any act in violation of any applicable law, including any constitutional provision, law, regulation, City Code or City Charter), such provision shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect; provided that this Lease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits to the parties as if such severance and reformation were not required. Unless prohibited by any applicable law, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Lease, as reformed.

27.5 Sales and Property Taxes. Tenant shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fee or any other tax assessed as the result of its occupancy or use of the Premises, including any such tax assessable against Landlord's interest under this Lease. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Landlord, such tax shall also be paid by Tenant for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Tenant's business.

27.6 Approvals, Consents, and Notices. All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate Party, and may not be established solely by oral testimony.

27.7 Entire Agreement, Amendments. This Lease is the entire agreement between the Parties relating to the Premises, and this Lease shall completely and fully supersede all other prior understandings or agreements, both written and oral, between Landlord and Tenant relating to leasing the Premises. Any modification of or amendment to this Lease shall only be enforceable if it is in writing signed by the Party to be bound.

27.8 Notice of ARIZ. REV. STAT. Section 38-511 – Cancellation. This Agreement may be subject to cancellation pursuant to A.R.S. § 38-511.

27.9 No Waiver. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

27.10 Non-Waiver of Rights. No waiver or default of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed, and the non-defaulting/waiving party shall not be restricted from later enforcing any of the terms and conditions of this Lease.

27.11 Non-Discrimination. Each party agrees that (i) it does not discriminate against any person on the grounds of race, color, national origin, or disability, age, or familial status nor shall any such person be excluded from participation, denied the benefits of, or be otherwise subject to unlawful discrimination in the use of the Premises; (ii) in the construction of any improvements on the Premises and the furnishing of services thereon, it will not discriminate against any person on the grounds of race, color, national origin, or disability or otherwise exclude from participation in, deny the benefits of, or otherwise be subject to unlawful discrimination.

27.12 Drug Free Work Place. Tenant shall require a drug free workplace for all employees working at the Premises. Specifically, Tenant's employees who are working at the Premises shall be notified by the Tenant that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance on the Premises. Tenant shall ensure that employees do not use or possess controlled substances while performing their duties within the Property.

27.13 E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401 and 23-214, Tenant represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. 23-214(A). Breach of the above-mentioned warranty shall be deemed a breach of this Lease and may result in the termination of this Lease by Landlord. Landlord retains the legal right to randomly inspect the papers and records of any employee who works under this Lease or on the Premises to ensure compliance with the above-mentioned laws.

27.14 Incorporation of Recitals. The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

27.15 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

27.16 Successors. The terms, conditions, and covenants of this Lease shall, subject to the provisions limiting assignments, apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto.

27.17 No Third Party Beneficiaries. This Lease is intended solely for the benefit of the Parties. Nothing set forth in this Lease, or in any presentation, report, or other document is intended to create, or shall create, any rights in any third parties.

27.18 Construction. The terms and provisions of this Lease shall be interpreted and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Lease that ambiguous or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Lease or any earlier draft of the same.

27.19 Days. If the last day of any time period stated in this Lease or the date on which any obligation to be performed under this Lease shall fall on a day the City of Mesa is closed (Friday, Saturday, Sunday, or legal holiday observed by Mesa), then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day that is not a day the City of Mesa is closed.

27.20 Surviving Provisions. All warranties, representations, and duties to indemnify, defend, and hold harmless shall survive the termination, cancellation, or expiration of this Lease. Additionally, all obligations to restore the Premises shall survive the termination or expiration of this Lease as well as any other section which reasonably should survive shall survive.

27.21 Counterparts. This Lease and any addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. The Parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Lease, by transmitting a signed copy of the signature page hereof, by facsimile or email, to the other Party hereto.

27.22 Prior Appropriation. Pursuant to A.R.S. § 42-17106, the City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. City agrees to actively request funding for future fiscal periods in order to satisfy the terms of this Agreement. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, City shall have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide a minimum of 120 calendar days' advance written notice of its intent to terminate; in such event, unless Tenant sooner has committed an uncured Event of Default, Tenant shall have no further obligations under this Lease except for any expressly surviving obligation contained herein. The foregoing notwithstanding, Landlord shall obtain City Council consent for the funds to construct the Improvements concurrently with the Council's approval of this Lease.

27.23 Security Interest. Landlord does not have any interest including without limitation a security interest, in Tenant's personal property, any items stored on the Premises, or its trade fixtures.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement the day and year first above written.

LANDLORD:

THE CITY OF MESA, ARIZONA, an Arizona municipal corporation

By: _____

Christopher J. Brady, City Manager
Or Designee

STATE OF ARIZONA)
) ss.
County of Maricopa)

ACKNOWLEDGED before me this _____ day of _____, 2017, by _____, in his capacity as _____ of the City of Mesa, an Arizona municipal corporation.

Notary Public

TENANT:

CycleHop, LLC, a Florida limited liability

By: _____

Name: Josh Squire
Title: CEO

STATE OF Arizona)
) ss.
County of Maricopa)

ACKNOWLEDGED before me this 30 day of November, 2017, by Josh Squire, in his capacity as CEO of CycleHop, LLC, for the purposes therein contained.



Notary Public

EXHIBIT A

(Legal Description of the Property)

That part of Tract A, GARDEN GROVE, as per map recorded in Book 68, Page 40 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point on the East line of said Tract A, which is 65.00 feet North of the Southeast corner of the West half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 17, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian;

Thence West 100.00 feet;

Thence North 150.00 feet;

Thence East 100.00 feet;

Thence South 150.00 feet

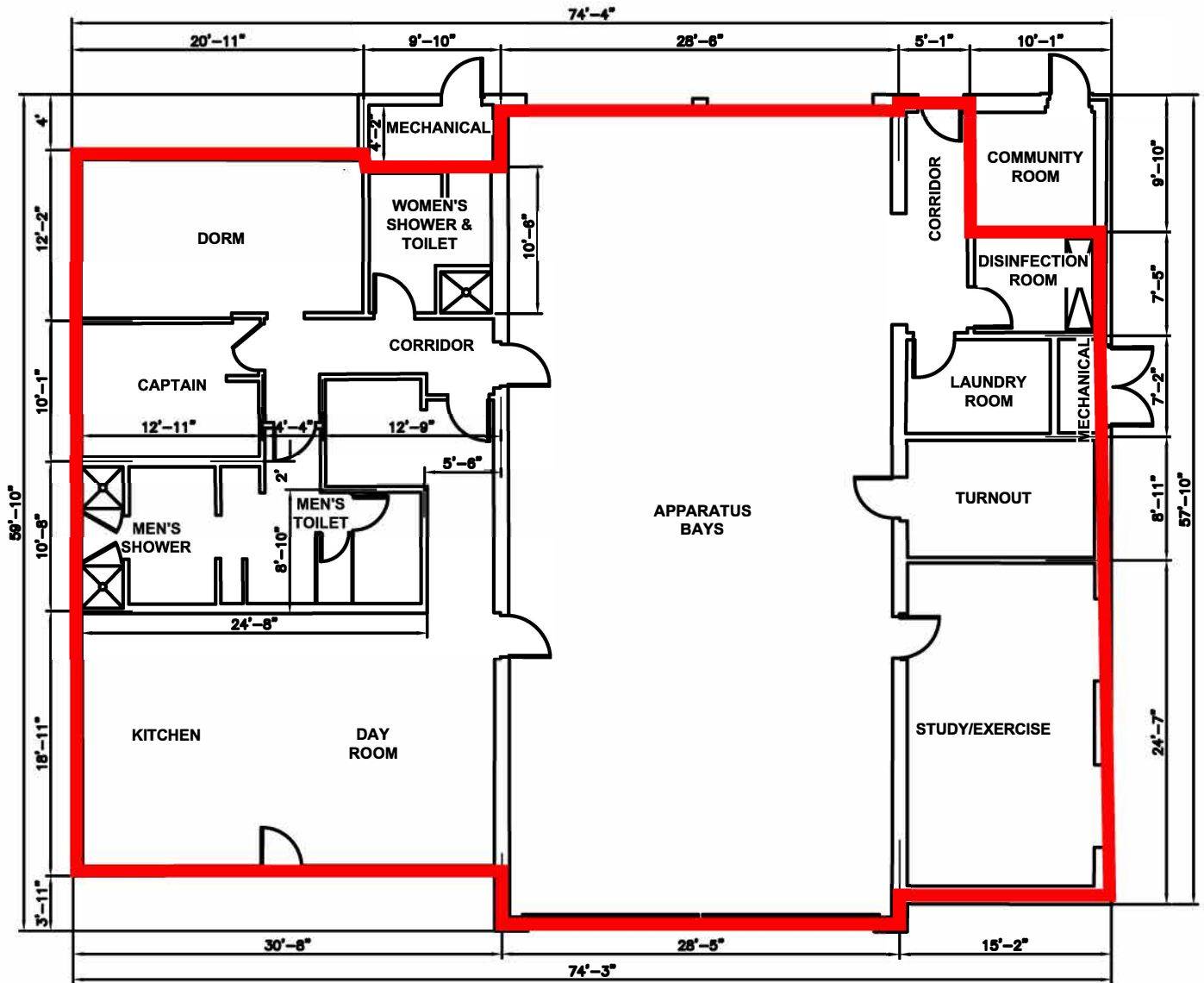
EXHIBIT B

PHOTO OF PROPERTY



EXHIBIT C

Depiction of Leased Premises



PROJECT LOCATION MAP
1340 W UNIVERSITY DR

EXHIBIT D

Form of Memorandum of Lease

When Recorded Return To:

City of Mesa
20 East Main Street, # 750
Mesa, Arizona 85211
Attn: Real Estate Services Director

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE constitutes constructive notice of record that there is in existence a Lease as described below. This Memorandum of Lease is executed by the Landlord and Tenant named below and in the Lease for recording purposes only as to the Lease hereinafter described. The Premises described below are leased from Landlord to Tenant pursuant to the Lease, but this Memorandum of Lease is not intended to, and shall not, modify, amend, supersede or otherwise affect the terms and provisions of said Lease. Capitalized terms used in this Memorandum of Lease which are not defined herein shall have the meanings ascribed to them in the Lease.

1. Name of Document: Lease Agreement (the **“Lease”**).
2. Name of Landlord: CITY OF MESA, ARIZONA, an Arizona municipal corporation.
3. Name of Tenant: CycleHop, LLC., a Florida limited liability company.
4. Address of Lessor: City of Mesa
20 East Main Street, 7th Floor
Mesa, Arizona 85211-1466
Attn: Christopher J. Brady, City Manager
5. Address of Lessee: CycleHop, LLC
1631 Colorado Avenue
Santa Monica, CA 90404
Attn: Josh Squire – CEO
6. Date of Lease: _____, 2017
(“Effective Date”)
7. Term: Effective Date to October 19, 2020, unless this Lease is sooner terminated or renewed for one (1) five-year period, as provided therein.
8. Leased Premises: That certain real property located at 1340 W. University Drive in the City of Mesa, Maricopa County, Arizona, comprised of 4242 sq. ft. and legally

described on Exhibit "A" attached hereto and made a part hereof, together with the Government Property Improvements, and any and all other improvements, related rights and appurtenances thereto.

9. Rent: Lessee shall pay to Lessor rents and other amounts, as more particularly set forth in the Lease.
10. Incorporation: All of the covenants, conditions, defined terms and provisions of the Lease are, by this reference to the Lease, incorporated herein and made a part hereof, the same as though expressly set forth herein. If a conflict arises between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall prevail.

A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the _____ day of _____, 20__.

LANDLORD:

**CITY OF MESA, ARIZONA, AN ARIZONA
MUNICIPAL CORPORATION**

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____ the _____ of the CITY OF MESA, ARIZONA, an Arizona
municipal corporation, on behalf of the City.

Notary Public

My commission expires: _____

TENANT:

CYCLYHOP, L.L.C., a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of CYCLEHOP, L.L.C., a _____ limited liability company, on behalf of the company.

Notary Public

My commission expires: _____

EXHIBIT A TO MEMORANDUM OF LEASE

(Legal Description of Premises)

That part of Tract A, GARDEN GROVE, as per map recorded in Book 68, Page 40 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point on the East line of said Tract A, which is 65.00 feet North of the Southeast corner of the West half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 17, Township 1 North, Range 5 East of the Gila and Salt River Base and Meridian;

Thence West 100.00 feet;

Thence North 150.00 feet;

Thence East 100.00 feet;

Thence South 150.00 feet