

CITY OF MESA
LEASE AGREEMENT

THIS AGREEMENT (“Agreement”) is executed to be effective the ____ day of _____, 20__ (“Effective Date”) by and between THE CITY OF MESA, a municipal corporation (“Lessor”), and REGIONAL MALT, LLC an Arizona limited liability company (“Lessee”). Lessor and Lessee may be referred to jointly as the “Parties” or individually as a “Party.”

RECITALS

- A. Lessor has title of record to the real property located near the northwest corner of N. Center Street and W. Main Street, between 30 W. Main Street and 18 W. Main Street, in Mesa, AZ known as APN 138-36-011 (“Property”).
- B. Lessee has entered into a lease with the owner of 18 W. Main Street, Mesa, AZ, APN 138-36-008A, (“18 W. Main”) for Lessee to operate a restaurant and malthouse at the location, or other use as permitted in the 18 W. Main lease from time to time (“Lessee Business”).
- C. In conjunction with the operation of the Lessee Business at 18 W. Main, Lessee desires, and Lessor is willing, to lease a portion of the Property to serve as outdoor patio seating and activity as an accessory to the Lessee Business, and placement of mechanical equipment screened from public view necessary for functioning or operation of Lessee’s Business.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, conditions and agreements hereinafter and other good and valuable consideration, Lessor and Lessee agree as follows.

ARTICLE 1
LEASE OF PREMISES

1.01 Leased Premises.

1.01.1 Definition of the “Leased Premises”. The term “Leased Premises” shall collectively mean the area legally described in **Exhibit A-1** and depicted in **Exhibit A-2** as the “LEASE”, containing approximately 3,793 square feet of the Property and all present and future improvements thereon, including all improvements or alterations Lessee makes thereto. The term “Leased Premises” does not include the interest of the City in public utility easements,

dedicated rights of way, or the improvements therein. In this Agreement, the word “including” shall mean including without limitation.

1.01.2 Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon and in consideration of the terms and conditions contained herein, the Leased Premises. Lessor hereby leases the Leased Premises to Lessee subject to: (i) all title limitations of record, including liens, encumbrances, easements, assessments, and restrictions; (ii) all operational and use restrictions and other terms, limitations, and conditions set forth in this Agreement; (iii) all applicable present and future laws, regulations, ordinances, resolutions, building restrictions and regulations, and zoning laws of the City of Mesa, and county, state, and federal bodies having jurisdiction; and (iv) 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.

1.02 Covenant of Quiet Enjoyment. As of the Effective Date, Lessor agrees that, so long as Lessee shall perform all its obligations under this Agreement, Lessee shall peaceably have and enjoy the use of the Leased Premises without hindrance from Lessor or anyone claiming by or through them. Subject to the terms of this Agreement, Lessee shall have the exclusive right to occupy and use the Leased Premises.

1.03 Condition of Leased Premises. Lessee acknowledges, represents, and agrees that the Leased Premises are being provided “AS IS,” and Lessee is not relying on any statement or representation of Lessor about the nature, condition or size of the Leased Premises. Lessee is solely relying upon its own inspection and investigation of the Leased Premises.

1.04 Pedestrian Access Area. Pursuant to this Agreement, Lessee is leasing only that portion of the Property known as the Leased Premises that is legally described on **Exhibit A-1** and depicted on **Exhibit A-2**. The remaining portion of the Property serves as a public pedestrian walkway and is not being leased by Lessee; the public pedestrian walkway on the Property is legally described in **Exhibit B-1** and depicted in **Exhibit B-2** as the “PEDESTRIAN ACCESS AREA” (“Pedestrian Access Area”) containing approximately 1,809 square feet of the Property. The Pedestrian Access Area is not a part of the Leased Premised under this Agreement.

1.05 Vested Rights. Notwithstanding any other terms in this Agreement, Lessee shall have no vested interest in any portion or the entirety of the Property.

ARTICLE 2 USE OF LEASED PREMISES

2.01 Permitted Uses of Leased Premises. The Leased Premises shall only be used by the Lessee for: (i) outdoor patio seating, activity and related improvements that are an accessory to the Lessee Business at 18 W. Main; (ii) placement of mechanical equipment screened from public view that Lessee determines is reasonably necessary for the functioning and operation of Lessee’s Business at 18 W. Main; and (iii) placement of a grain elevator, that may include signage, for the malthouse use at Lessee’s Business at 18 W. Main. The design and placement of

the mechanical equipment, the mechanical equipment screening, the grain elevator, and any signage on the grain elevator is subject to the review and approval of the City following the City's standard processes and procedures and is subject to applicable laws. The Leased Premises shall not be used for any other purposes without the prior written consent of Lessor.

2.02 Conduct of Activities. Lessee shall use the Leased Premises and conduct its activities in a manner that: (i) will not materially interfere and detract from the value or appearance of the Leased Premises; and (ii) in accordance with all applicable present and future laws, regulations, ordinances, resolutions, building restrictions and regulations.

2.03 Nuisance Prohibited. Lessee shall not use or permit the use of the Leased Premises in any way: (a) which would create, or cause to be created, nuisances or hazards to the public health or safety; or (b) for an illegal, unlawful, or immoral purpose; provided, however, the Parties acknowledge that the use of the Leased Premises as provided in Section 2.01 (including the malt house use) shall not be deemed an immoral purpose. Lessee agrees that the use of the Leased Premises shall not be conducted in a manner that violates the City's noise ordinance (Mesa City Code, Title 6, Chapter 12, as amended).

ARTICLE 3 TERM

3.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years, unless otherwise canceled, renewed, extended, or terminated as provided herein ("Term"). Provided that Lessee is not then in default of this Agreement, and subject to the written approval of Lessor (which it may grant or deny in its sole discretion), this Agreement may be renewed up to two (2) times, for a maximum period of five (5) years for each renewal on the same terms and conditions as in effect immediately prior to the then-current expiration, and such renewal(s) shall become part of the "Term" of this Agreement.

ARTICLE 4 RENTAL FEE; PAYMENT; TAXES

4.01 Rental Fee.

4.01.1 General.

(a) Initial Period Consideration. Pursuant to Section 3.01, the Term of the Agreement begins on the Effective Date; however, the Lessee Business requires improvements be made to 18 W. Main that will not be complete as of the Effective Date. As Lessee will not be able to fully use the Leased Premises for the operation of the Lessee Business until the improvements at 18 W. Main are complete, Lessor agrees that the Rental Fee (defined in Subsection (b) below) shall not begin until the earlier of either (i) the date of the issuance of any certificate of occupancy for 18 W. Main for improvements related to the Lessee Business or (ii) one (1) year from the Effective Date (the "Initial Rental Period"). If the Initial Rental Period

does not end on the last day of the month Lessee shall pay to Lessor, in addition to the first Rental Fee due and owing under this Lease, on the Due Date (defined in Subsection (b) below) an amount equal to a prorated Rental Fee payment representing the period of time between the last day of the Initial Rental Period and the Due Date.

(b) Rental Fee. Beginning on the first day after the Initial Rental Period, Lessee, in consideration of the foregoing term, covenants and agrees to pay to Lessor, in advance on the first day of each calendar month during the Term (“Due Date”), the rental fee of five hundred dollars (\$500.00) (“Rental Fee”), plus all taxes levied upon Lessee’s occupancy of the Leased Premises. If the Effective Date of the Agreement does not fall on the first day of the month, upon the execution of this Agreement, Lessee shall pay to Lessor an amount equal to a prorated Rental Fee payment representing the period of time between the Effective Date and the first Due Date in the Term. Lessee may, at Lessee’s discretion and without penalty, pre-pay any Rental Fee due during the Term including that Lessee may provide for the annual pre-payment of the Rental Fee in an amount equal to twelve (12) months’ worth of the Rental Fee to be paid annually on the anniversary of the Term.

(c) Public Improvements Credit (PIC). Lessor has agreed to provide Lessee with a credit of up to \$60,000 of the Rental Fee based on the direct costs of the completion of construction of the Public Improvements defined in Section 6.01.2 and set forth in **Exhibit D** (“PIC”) as the Public Improvements would be improvements that are not required for use of the Leased Premises by Lessee and would otherwise be improvements that would be the financial responsibility of Lessor. In order to be eligible for the PIC, within thirty (30) days of completion of the Public Improvements, Lessee shall submit documentation to Lessor’s staff showing the completion of the Public Improvements and the total cost paid by Lessee for construction, including evidence of paid itemized receipts or invoices, proof of payment, and copies of contracts with contractors and subcontractors; Lessor reserves the right to request additional information beyond that provided by Lessee to determine eligibility for PIC. Lessor shall review the supplied documentation for compliance with this Agreement and Lessee agrees that it will work with Lessor’s staff in the provision of information and documentation necessary for the reasonable determination of eligibility for the PIC. Failure to provide adequate, timely documentation or to construct the Public Improvements in accordance with the requirements of this Agreement and applicable law shall result in Lessee being ineligible for the PIC. If the provided documentation supports that the Public Improvements were completed pursuant to the requirements of this Agreement, Lessor will give Lessee a PIC towards the Rental Fee in the lesser amount of either (a) the actual direct commercially reasonable cost for the construction of the Public Improvements or (b) sixty thousand dollars (\$60,000.00). Lessee acknowledges and agrees that the PIC is being provided solely as a credit towards the Rental Fee. In no event and for no reason will Lessee be reimbursed or repaid, in part or in full, by Lessor for the cost to build the Public Improvements, including that Lessee is not entitled to a partial or full reimbursement or repayment of the costs of constructing the Public Improvements if this Agreement is terminated for any reason whatsoever.

4.01.2 Escalation. Throughout the Term, every five (5) years on the anniversary of the Effective Date, the Rental Fee will thereafter escalate at a rate of five percent (5%) of the then current monthly Rental Fee. For illustration purposes, if all renewals were granted for the

maximum allowed period and this Agreement wasn't otherwise terminated, over the course of the Term the Rental Fee would be the following: (a) years 0 to 5 -- \$500.00 monthly; (b) years 6 to 10 -- \$525.00 monthly; and (c) if the Term is renewed in accordance with Section 3.01 (which is at the sole discretion of the Lessor), then the Parties agree that the renewal rate for any renewal period during years 11 to 15 will be \$551.25 monthly and for any renewal period during years 16 to 20 will be \$578.81 monthly. After the date of an escalation, any reference to the "Rental Fee" in this Agreement shall refer to the escalated Rental Fee amount.

4.02 Payment. The Rental Fee and any other fees or payments due under this Agreement shall be paid in lawful currency of the United States, either by check or electronic transfer. If Lessee fails to pay any installment of the Rental Fee in full on or before the Due Date or fails to pay any other fees or payments when due, Lessee shall be responsible for interest on the unpaid amount at the rate of twelve (12%) per annum from the Due Date (or, for non-Rental Fee payments, from the date due) until payment in full is made. If any installment of the Rental Fee is paid more than twenty (20) days after the Due Date (or, for non-Rental Fee payments, twenty (20) days after the date due), a late penalty equal to ten percent (10%) of the amount of such delinquent payment shall be due and payable in addition thereto.

4.02.1 Payment of Lesser Amount; Recovery of Balance. No payment to or receipt by Lessor of an amount less than what is due and payable under the provisions of this Agreement, at any time of such payment, shall be deemed to be other than a payment on account of the earliest payment due. No endorsement or statement on any check or payment shall prejudice in any way Lessor's right to recover the balance of such payment or pursue any other remedy provided in this Agreement or by law.

4.02.2 Payment Procedure. All payments shall be remitted to the Lessor to the address provided in Section 28.01 of this Agreement.

4.03 No City Expenses; Triple Net Lease. Lessee agrees to pay all expenses related to this Agreement or Lessee's use of the Leased Premises, and Lessee hereby indemnifies and holds Lessor harmless from any expenses related to Lessee's use of the Leased Premises, including any expenses, taxes, and insurance. It is the purpose and intent of the Parties that this lease be a so-called "triple net lease." As such, City and Lessee intend and agree that (a) the Rental Fee and any additional rent shall be absolutely net to Lessor, so that this lease shall yield, net to Lessor the Rental Fee and any additional rent specified in this Lease, (b) all costs, operating expenses, taxes, premiums, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid or discharged by Lessee, and (c) each and every obligation that may arise or be related to the Leased Premises shall be performed by Lessee at its sole cost and expense.

4.04 Taxes. Lessee will pay, without notice (except as specifically provided herein), 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 taxes on rents, leases or occupancy, GPLET tax (if applicable, see Section 4.05), and assessments, special assessments, enhanced municipal services district assessments, water and

sewer rents, rates and charges, charges for public utilities, excises, 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 Leased Premises, or any part thereof, or any appurtenances thereto, or any use or occupation of the Leased Premises.

4.05 Government Property Lease Excise Tax. It is the Parties' reasoned belief that this Lease is not subject to excise tax liability and other restrictions imposed under the Government Property Lease Excise Tax ("GPLET") provisions of A.R.S. §§ 42-6201, *et seq.* because the Leased Premises does not meet the definition of a "government property improvement" defined in A.R.S. § 42-6201(2) as there is and shall be no building on the Leased Premises for which a certificate of occupancy has or will be issued that will be owned by Lessor. Further, if applicable, Lessee disclaims all right to seek any abatement of tax pursuant to A.R.S. § 42-6209. If any excise or other tax applicable to the Leased Premises or this Agreement becomes payable under GPLET or other real property tax statute, or any subsequently-enacted statute, then Lessee shall be responsible for the payment of such tax, and the failure to pay such tax shall be an event of default or; however, should such tax become due and payable under GPLET or other real property tax statute, Lessee may, at Lessee's option, terminate this Agreement by giving written sixty (60) days written notice to Lessor. Lessee acknowledges that the termination of the Agreement by Lessee pursuant to this Section 4.05 may not avoid payment of such taxes by Lessee as: (a) Lessee will be responsible for any such taxes due and owing through the termination of the Lease; and (b) pursuant to Section 4.03, this Agreement is a triple-net lease for which Lessee agrees to pay all expenses related to this Agreement or Lessee's use of the Leased Premises, and Lessee hereby indemnifies and holds Lessor harmless from any expenses related to Lessee's use of the Leased Premises, including any such taxes.

4.06 Obligations Unconditional. Lessee agrees—regardless of any event (other than cancellation or suspension of Lessee's lease at 18 W. Main Street or termination or expiration of this Agreement), occurrence or situation, whether foreseen or unforeseen, and however extraordinary—that it: (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Agreement; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) will not suspend the performance of its obligations hereunder for any cause, including any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction or damage to the Leased Premises, commercial frustration of purpose, 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.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

5.01 Lessee - Lawfully in Arizona. Lessee is a limited liability company, duly organized, validly existing, in good standing, under the laws of Arizona and which is authorized to operate

in the State of Arizona. Lessee has full power and authority to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this document. The execution, delivery and performance of this Agreement and the other documents related to the Leased Premises do not violate any provision of law applicable to Lessee or its organizational documents, and do not conflict with or result in a default under any agreement or instrument to which Lessee is a party or by which it is bound.

5.02 Lessee - No Additional Authorizations or Consents Needed. No authorizations, consents or approvals are required in connection with the execution and delivery of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder.

5.03 Lessee - No Defaults. To the best of Lessee's knowledge, Lessee is not in default: (i) in the payment of any of Lessee's indebtedness for borrowed money; and (ii) in any material respect under any order, writ, judgment, injunction, decree, determination, or award or any indenture, agreement, lease or instrument.

5.04 Lessor – Lawfully in Arizona. Lessor is a municipal corporation operating under the laws of the Arizona.

5.05 Lessor – No Additional Authorizations or Consents Needed. No authorizations, consents or approvals are required in connection with the execution and delivery of this Agreement or in connection with the carrying out by Lessor of its obligations hereunder.

5.06 Lessor - No Defaults. To the knowledge of the individual signing this Agreement on behalf of Lessor, Lessor is not in default: (i) in the payment of any of Lessor's indebtedness for borrowed money; and (ii) in any material respect under any judicial order, writ, judgment, injunction, decree, determination or award, or any indenture, agreement, lease or instrument.

ARTICLE 6 LESSEE IMPROVEMENTS

6.01 Lessee Improvements.

6.01.1 Leased Premises. Lessee, at its sole cost and expense, may construct, install and maintain the improvements to the Leased Premises set forth in **Exhibit C** ("Leased Premises Improvements"). The Leased Premises Improvements may be modified, in whole or part, by the mutual prior agreement of the Parties evidenced in writing; provided, however, Lessee may, with the consent of Lessor which shall not be unreasonably withheld, make modifications or improvements to the Leased Premises Improvements to the extent those modifications or improvements, once completed, are within the scope of the permitted use of the Leased Premises described in this Agreement.

6.01.2 Public Improvements. As an element of the consideration for the leasing of the Leased Premises, in addition to the Leased Premises Improvements, Lessee, at its sole cost and expense, shall construct and install the improvements to the Property set forth in **Exhibit D**

(“Public Improvements”) which must be completed by Lessee prior to the issuance of the first certificate of occupancy (temporary or final) for 18 W. Main for the Lessee Business. Lessee also agrees that, upon completion of construction of the Public Improvements title to the improvements shall be held by Lessor, but that, during the Term, the Public Improvements shall be maintained and repaired by Lessee at Lessee’s sole cost and expense in a commercially reasonable manner comparable to when they were installed by Lessee.

6.01.3 Additional Improvements. Other than the Leased Premises Improvements and Public Improvements, Lessee shall not make any temporary or permanent improvements to or on the Property without the prior written consent of Lessor, which consent may be given or withheld in Lessor’s sole and absolute discretion, and if such improvements are consented to, they will be constructed, installed, and maintained at Lessee’s sole cost and expense.

6.01.4 Collective Reference; Prohibition. Hereafter in this Agreement, the Leased Premises Improvements, Public Improvements, and any other Lessee improvements to the Property approved by the Lessor in accordance with Section 6.01.3 shall be referred to as the “Lessee Improvements”. Any improvements (whether temporary or permanent in nature) made to the Property by Lessee that are not Lessee Improvements, are strictly prohibited and will be deemed an Event of Default under this Agreement.

6.02 Plans for Lessee Improvements. Lessee must submit to Lessor complete architectural, electrical, plumbing and mechanical plans and specifications covering all work on Lessee Improvements, whether the work is to be done by Lessee or others. Such plans and specifications must be prepared in the level of detail required by Lessor, and Lessee agrees not to commence work upon any portion of the Property until Lessor has approved such plans and specifications. Any changes in said plans or specifications must be similarly approved by Lessor. Lessee shall be responsible for determining whether it is subject to any building/construction codes or permit requirements applicable to the Lessee Improvements. It is intended by the Parties that Lessee will install in phases the Leased Premises Improvements and other improvements related to the use of the Leased Premises. Lessee must complete the initial phase of installation of such improvements prior to the first day of the Initial Rental Period and the minimum improvements that must be completed during this phase shall include all fencing (including the fence around the patio area and the fence around the equipment yard), as well as the improvements necessary for the activation of the patio space. The remainder of the Leased Premises Improvements and other improvements related to the use of the Leased Premises, must be completed no later than one (1) year after the start of the Initial Rental Period.

6.03 Improvements, Construction and Maintenance. All Lessee Improvements shall be constructed and maintained in a good and workmanlike manner in compliance with all laws, code, rules, regulations, and orders of all governmental authorities having jurisdiction thereof. The Lessee Improvements are prohibited from blocking or obstructing the Pedestrian Access Area in any way. Lessee shall, at Lessee’s sole cost and expense, promptly remove from the Property all trash and debris which may accumulate in connection with any work in or on the Property. Lessee shall, at all times during the Term of this Agreement and at Lessee’s sole cost and expense, maintain the Leased Premises and all Lessee Improvements thereon or appurtenances thereto, in good order, condition and repair and in a safe, sanitary, and neat

condition. Lessee's indemnification of the Indemnified Parties (as that term is defined in Section 13.02) outlined in Article 13 includes all third-party claims arising from any failure to maintain or repair, the Leased Premises and Lessee Improvements, or from any construction, alteration or repair of the Leased Premises or the Lessee Improvements, or from the non-observance of any law, ordinance, or regulation applicable to the construction, alteration or repair to the Leased Premises, Lessee Improvements, or any improvements constructed by Lessee in violation of this Agreement.

6.04 Title to Improvements and Alterations.

6.04.1 Improvements & Alterations. All Lessee Improvements and any other improvements, alterations, additions, enhancements or modifications on the Property, but not personal property, equipment or trade fixtures, shall immediately upon completion or installation thereof, become the exclusive property of the Lessor without payment therefor by Lessor and shall be surrendered to Lessor upon expiration or other termination of this Agreement. For the purposes of clarity, personal property, equipment, or trade fixtures of Lessee includes the tables and chairs on the patio and the mechanical equipment for the malthouse, the mechanical equipment screening, and the grain elevator in the equipment yard on the Leased Premises shown in **Exhibit C**.

6.04.2 Quitclaim Deed. Lessee agrees to execute and deliver to the Lessor, within ten (10) days after the Lessor's request therefor, a quitclaim deed confirming that title to Lessee Improvements is vested in the Lessor.

6.05 Lessor's Right to Conduct Maintenance. In the event Lessee fails to maintain or repair the Lessee Improvements, then Lessor may give Lessee written notice specifying such failure to maintain or repair the Lessee Improvements, and if such failure continues for a period of thirty (30) days after Lessee receives the written notice, Lessor will have the right, but not the obligation, to perform any such maintenance or repairs at Lessee's sole expense. Said expense will be due and payable, as additional rent, within thirty (30) days after the date of the invoice in which Lessor bills Lessee for such expense. Notwithstanding the foregoing, prior notice given by Lessor and a cure period given to Lessee pursuant to this Section are not required to be given in the event of an emergency or when Landlord determines emergency maintenance or repair is reasonably necessary.

6.06 Applicability. The provisions of this Article 6 shall not apply to the repair, replacement, or maintenance of the Leased Premises where otherwise addressed in this Agreement.

ARTICLE 7 MECHANICS LIENS

7.01 Mechanics Liens. Lessee agrees to keep the Property free of any mechanics' or materialman's liens or other liens of any kind or nature for work done, labor performed, or material furnished thereon at the instance or occasion of Lessee, and Lessee further agrees to indemnify, defend and hold harmless Lessor from and against any and all claims, liens, demands,

costs and expenses of whatever nature for any such work done, labor performed, or materials furnished.

7.02 No Agency. Lessee is not an agent of the Lessor, nor an employee of the Lessor, nor is Lessee, its agents or employees authorized to act for or on behalf of Lessor as its agent, employee, representative, or otherwise, for any purpose, including the constructing of any improvements or alterations at the Property, and neither Lessor nor Lessor's interest in the Property shall be subject to any obligations incurred by Lessee.

ARTICLE 8 SIGNAGE

8.01 Signage. All signage and all changes or modifications to the signage shall comply with the Mesa Zoning Ordinance and the Mesa City Code. In addition to complying with the Mesa Zoning Ordinance and obtaining all approvals required by the Mesa City Code, Lessee shall obtain the prior written approval from Lessor for all signage and all changes or modifications to signage on the Leased Premises.

ARTICLE 9 SERVICES AND UTILITIES

9.01 Utilities. Lessee is responsible for and shall pay for all utilities supplied to, used, or consumed in or on the Leased Premises, including all water, sewer, gas, electric, and waste disposal services as and when the charges therefore become due and payable. Lessee will have all utilities turned on in the Lessee's name at the time of occupation of the Leased Premises.

9.02 Lessor's Use of Utility Lines/Service. Lessor retains the right to the continued use for any utility lines and utility improvements and services (including all uses allowed in a Public Utilities Facilities Easement or other easement under the Mesa City Code) as are presently on, under, over, or through the Leased Premises and the right to repair, maintain, and replace the same when necessary in Lessor's sole discretion, including any utility easements on the Leased Premises. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's activities thereon. It is not intended that the Leased Premises Improvements shall interfere with any utilities. Should Lessor or any other utility provider require access to any utility lines or improvements that are on, under, over, or through the Leased Premises as of the Effective Date, Lessee shall remove/move the Leased Premises Improvements necessary for access at Lessee's sole cost and expense. Lessor shall not be liable for any damages whatsoever to Lessee, including related to an interruption of business at Lessee's Business, related to the repair, replacement, or maintenance of any utility lines and utility improvements in the Leased Premises.

9.03 Support Services. Lessee is responsible for and shall pay for any technology (IT) needs or other services, including telephone service, WI-FI access, and internet connectivity/access necessary or desirable to serve the Leased Premises.

ARTICLE 10
MAINTENANCE AND REPAIRS

10.01 Lessor's Maintenance and Repair Obligation. Lessor's obligation to maintain and repair the Leased Premises is limited to only the following, which shall be performed at Lessor's sole cost and expense, and Lessor shall have no other obligations to maintain or repair the Leased Premises: obligations held by Lessor as the governmental entity that owns and operates any public utility infrastructure on the Leased Premises.

10.02 Lessee's Maintenance and Repair Obligations. Except as provided in Section 10.01, Lessee shall, at its sole cost and expense, be responsible for all repairs, maintenance and replacement obligations of any kind whatsoever related to the Leased Premises and any improvements thereon, including the Lessee Improvements.

10.03 Custodial Service. Lessee shall provide custodial services to the Leased Premises.

10.04 Neat Condition. Lessee shall keep the Leased Premises neat, clean, safe, sanitary and in an orderly condition at all times, including the prevention of the accumulation of any refuse or waste materials which might constitute a health or fire hazard or public nuisance. Lessee is responsible for the removal and recycling, as appropriate, of all trash and solid waste from the Leased Premises.

10.05 Lessor's Right to Conduct Maintenance. In the event Lessee fails to maintain or repair the Leased Premises and all improvements thereon, then Lessor may give Lessee written notice specifying such failure to maintain or repair the Lessee Improvements, and if such failure continues for a period of thirty (30) days after Lessee receives the written notice, Lessor will have the right, but not the obligation, to perform any such maintenance or repairs at Lessee's sole expense. Said expense will be due and payable, as additional rent, within thirty (30) days after the date of the invoice in which Lessor bills Lessee for such expense. Notwithstanding the foregoing, prior notice given by Lessor and a cure period given to Lessee pursuant to this Section are not required to be given in the event of an emergency or when Landlord determines emergency maintenance or repair is reasonably necessary.

10.06 Damage to Lessor's Property. Any improvements, or real or personal property of Lessor's damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Leased Premises, ordinary wear and tear excepted, shall be promptly repaired or replaced by Lessee to the reasonable satisfaction of Lessor.

10.07 Emergency Repairs. Within fifteen (15) days of the Effective Date, each Party shall provide to the other Party a list of names and telephone numbers for 24-hour emergency contact for the Leased Premises.

ARTICLE 11 SECURITY

11.01 Security. Lessee acknowledges and understands that Lessor provides no security at or for the Property. Lessee agrees that Lessor shall have no obligation to provide security and that the Lessor shall not be responsible for any damage or theft that may occur in, on or around the Leased Premises. Lessee's indemnification of the Indemnified Parties (as that term is defined in Section 13.02) outlined in Article 13 includes any third-party claim relating to or arising out of security (including lack of security, and types of security installed) for the Leased Premises and any employee, invitee, or person on the Leased Premises.

11.02 Lessee's Obligation to Secure Leased Premises. It is the Lessee's sole responsibility to secure the Leased Premises during the Term. Should Lessee fail to secure the Leased Premises and damage by third-parties to the Leased Premises occurs, Lessor may give Lessee written notice specifying such damage to the Leased Premises, and if such damage is not repaired for a period of thirty (30) days after Lessee receives the written notice, Lessor shall have the right to repair the damage and invoice Lessee for the expenses incurred to repair the damage, whether repaired by Lessor or an independent contractor at Lessor's direction. Said expense will be due and payable, as additional rent, within thirty (30) days after the date of the invoice in which Lessor bills Lessee for such expense. Notwithstanding the foregoing, prior notice given by Lessor and a cure period given to Lessee pursuant to this Section are not required to be given in the event of an emergency or when Landlord determines emergency maintenance or repair is reasonably necessary.

ARTICLE 12 INSURANCE AND RISK OF LOSS

12.01 Coverage Required. As a condition precedent to the effectiveness of this Agreement, Lessee must procure and at all times maintain the following types and amounts of insurance for its operations at, and use of, the Leased Premises:

12.01.1 General Liability Insurance. General Liability insurance with minimum coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. The policy shall include, at a minimum, coverage for bodily injury, property damage, personal injury, products/completed operations, and blanket contractual covering, including the liability assumed under the indemnification provisions of this Agreement. If environmental pollution or environmental hazards are excluded from the General Liability policy, a separate Pollution Insurance Policy shall be required with minimum coverage of \$1,000,000 each occurrence / aggregate.

12.01.2 Property Insurance. Lessee is responsible for carrying fire and broad form property coverage for the Leased Premises, all improvements (including the Leased Premises Improvements), and permanent fixtures for the replacement value thereof on the Leased Premises. Lessor must be named as "Loss Payee" on the property insurance policy. All merchandise, furniture, floor coverings and all personal property and trade fixtures and

equipment belonging to Lessee, and all persons claiming by or through Lessee, which may be on the Leased Premises, will be at the Leased Premises at Lessee's sole risk.

12.01.3 Workers' Compensation Insurance. Lessee must maintain workers' compensation insurance to cover obligations imposed against Lessee by federal and state law.

12.02 Evidence and Requirements for All Insurance Coverages. Upon the Effective Date, Lessee must provide Lessor with a Certificate(s) of Insurance (using the appropriate ACORD certificate) signed by the issuer with applicable endorsements. Lessor reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating to the policies.

12.02.1 Lessee's Insurance Primary. Lessee's insurance will be primary of all other sources available. No policy will expire, be cancelled, or materially changed to affect the coverage available without advance written notice to the Lessor.

12.02.2 Approval by Risk Manager. All insurance certificates and applicable endorsements are subject to review and approval by Lessor's Risk Manager.

12.02.3 Waiver of Subrogation. All insurance policies (whether or not required by this Agreement) must contain a waiver of subrogation in favor of the City of Mesa, its agents, officials, volunteers, officers, elected officials and employees; however, such waiver shall not apply to claims solely caused by the City's gross negligence or willful misconduct.

12.02.4 Insurance Company. All policies must be from a company or companies rated A- or better, authorized to do business in the State of Arizona.

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

12.04 Additional Insureds. The City of Mesa, its agents, officials, volunteers, officers, elected officials and employees must be named as additional insureds on all insurance policies (except workers' compensation), issued pursuant to this Article 12 during the entire Term of this Agreement.

12.05 Lessor's Right to Adjust Insurance. Lessor may reasonably adjust the amount and type of insurance Lessee is required to obtain and maintain under this Agreement as reasonably required by Lessor's Risk Manager. Prior to making any adjustment in insurance, Lessor will consult with Lessee in order to determine the cost feasibility of Lessee to obtain such adjusted insurance; however, if Lessor reasonably believes Lessee can afford such adjusted insurance, Lessee will be required to obtain such adjusted insurance.

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

12.07 Insurance by Lessor. In the event Lessee fails to procure any insurance required hereunder, Lessor may, seven (7) days after providing written notice to Lessee and Lessee's failure to obtain such insurance following notice, procure and maintain any or all of the insurance required of Lessee under this Article 12. Lessor shall itemize such costs and shall invoice Lessee for same. Said expense will be due and payable, as additional rent, within thirty (30) days after the date of the invoice in which Lessor bills Lessee for such expense.

12.08 Lessee's Obligation to Restore. In the case of fire or other casualty caused or related to Lessee's use of the Leased Premises, that results in damage to or destruction of the Leased Premises or the Property, and/or other improvements thereon, or damage to or destruction of other property of Lessor, Lessee or third parties, then Lessee shall, at its sole cost and expense, proceed with reasonable diligence to repair, restore, replace, or rebuild the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction; provided, however, that Lessee's foregoing obligations will be limited to the amount of insurance proceeds available for such repair, restoration, or rebuild and any deductible thereto (if Lessee fails to maintain the insurance required by this Agreement, Lessee is responsible for the amount that insurance would have provided in such circumstances). Unless otherwise agreed to by Parties in writing, Lessee will use all insurance proceeds plus the amount of any deductible for such insurance to repair, restore, or rebuild the Leased Premises and improvements thereon. Lessee's obligation to pay the Rental Fee, and any other amounts owing under this Agreement, will continue regardless of any partial, substantial, or total destruction of the Leased Premises; provided, however, if the insurance proceeds and any deductible amount (and any amounts Lessor is willing to pay to restore even though Lessor has no obligation to pay any such amounts) are not sufficient to restore the Leased Premises to a condition that would allow Lessee to use the Leased Premises as reasonably intended, or if the Parties agree in writing to not use such proceeds to restore the Leased Premises, then Lessee may terminate this Agreement through the following: (i) payment by Lessee to Lessor of all insurance proceeds for the Leased Premises (except proceeds to cover loss for Lessee's personal property), plus any deductible amount (or if Lessee fails to maintain the insurance required by this Agreement, Lessee will be responsible for the amount that insurance would have provided in such circumstances); and (ii) thirty (30) days written notice to Lessor. Such a termination will be deemed to be the end of the term of this Agreement. Lessor will have no responsibility or liability for any damage or destruction by fire or other casualty and will have no obligation to repair, restore, or rebuild the Leased Premises in such event.

ARTICLE 13 INDEMNIFICATION

13.01 Lessor Responsibility for Own Negligence. Lessor shall be liable for the gross negligence or willful misconduct of Lessor, its officers, directors, officials, employees, and agents while on official business at the Leased Premises.

13.02 Indemnification. Except as otherwise provided in Section 13.01, Lessee will pay, defend, protect, indemnify and save harmless individually and collectively Lessor 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 from third parties (collectively, the “Liabilities”) directly or indirectly arising from or relating to Lessee’s performance under this Agreement, or due to Lessee’s, or its officers’, directors’, employees’, agents’, contractors’ or invitees’ (including customers) occupancy, activities or operations on, at, or of the Leased Premises including the following:

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

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

C. Any violation due to Lessee, or its officers, directors, employees, agents, contractors or invitees or its sublessees of any contract, agreement or restriction relating to the Leased Premises or any part thereof;

D. Any violation due to Lessee, or its officers, directors, employees, agents, contractors or invitees or its sublessees of any law, ordinance, or regulation affecting the Leased Premises or any part thereof or the ownership, occupancy or use thereof during the Term of this Agreement; and

E. Any other Liabilities set forth in the terms of the Agreement.

13.03 No Limits on Indemnification. The procuring of any policies of insurance shall not be construed to be a limitation upon Lessor’s liability or viewed as a full performance on its part of the indemnification provisions of this Agreement.

ARTICLE 14 ENVIRONMENTAL INDEMNIFICATION

14.01 No Hazardous Materials and Indemnity. Neither Lessee nor Lessor shall bring onto, generate, use store or dispose of in, on or about the Leased Premises or the Property any chemical or other substance that is considered hazardous, or through its use would create a hazardous waste as defined in Section 14.03 (“Hazardous Material”). In addition to and without limitation of any other indemnities or obligations in this Agreement, Lessee shall pay, indemnify, defend and hold the Indemnified Parties harmless against any Liabilities incurred by reason of any Hazardous Material on or affecting the Leased Premises, to the extent attributable to or caused by Lessee, its employees, agents, contractors, or anyone acting on Lessee’s behalf.

14.02 Remediation and Restoration. In addition to the requirements and indemnity in the above Section 14.01, if due to the actions or inactions of Lessee, its agents, contractors, or anyone acting on Lessee's behalf, the presence of any Hazardous Material in or on the Leased Premises results in any contamination of the Property or any adjacent real property, including the contamination of groundwater, Lessee shall: (i) promptly, and with best efforts, take all actions at its sole cost and expense as are necessary to mitigate any immediate threat to human health; and (ii) undertake any action necessary to return the Leased Premises and/or Property and other property (including the groundwater), as applicable, to the condition existing prior to the introduction of any Hazardous Material. Additionally, Lessee shall first obtain the written approval of Lessor before initiating the remediation or restoration actions.

14.02.1 Reimbursement of Costs to Lessor. If Lessee fails to remediate and restore the Leased Premises, as herein required, Lessee shall reimburse Lessor for all costs incurred by Lessor for the remediation and restoration of the Leased Premises.

14.02.2 Survival. The indemnity, duty to defend, and hold harmless requirements and the remediation and restoration requirements of Article 14 shall survive the expiration or any termination of this Agreement.

14.02.3 Lessee Right to Terminate. If any Hazardous Material or contaminated substances are discovered on the site and such materials are NOT attributable to or caused by Lessee, its employees, agents, contractors, or anyone acting on Lessee's behalf, Lessee has the right to terminate this Agreement immediately with written notice to Lessor that identifies and locates such Hazardous Material.

14.03 Definition of Hazardous Material. As used in this Article 14, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of Arizona, or any local government authority having jurisdiction over the Leased Premises. Hazardous material includes:

A. Any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code §§ 9601 9675), including all amendments thereto or successor statutes;

B. "Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code §§ 6901 6992K), including all amendments thereto or successor statutes;

C. Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

D. Petroleum products;

E. Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code §§ 2011 22976 4 including all amendments thereto or successor statutes;

F. Asbestos in any form or condition; and

H. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

ARTICLE 15 ENTRY BY LESSOR

15.01 Entry by Lessor. Lessor reserves the right, without abatement of rent and other charges due hereunder from the Lessee, to enter upon or have its employees, agents, contractors and assignees enter upon the Leased Premises upon twenty-four (24) hours prior written notice to Lessee, for any reasonable purpose, including: (i) the inspection of the Leased Premises to determine if the provisions of this Agreement are being complied with; (ii) to conduct environmental assessments and audits; (iii) to perform repairs or maintenance in accordance with Article 10; and (iv) any actions necessary to remediate, abate or cleanup any hazardous substances or environmental conditions at the Leased Premises in accordance with Article 14. Notwithstanding the foregoing, the notice to Lessee prior to Lessor's entry shall not be required in the event of an emergency.

15.02 Waiver of Claims. Lessee hereby waives any claim for damage, injury, or inconvenience to or interference with Lessee's operations, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned by Lessor's entry unless such claim is a direct result from Lessor's negligent or intentional misconduct. Lessor shall have the right to use any and all means which Lessor deems necessary to gain access to the Leased Premises and Lessee's personal property, trade fixtures, and equipment in the event of an emergency and, following the emergency, Lessor shall notify Lessee of Lessor having accessed the Leased Premises.

ARTICLE 16 NON-DISCRIMINATION

16.01 Non-Discrimination. Lessee, for itself, its officers, agents, employees, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information will be excluded from participation, denied the benefits of, or be otherwise subject to unlawful discrimination in the use of the Leased Premises; and (b) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of e will be excluded from participation in, denied the benefits of, or otherwise be subject to unlawful discrimination.

ARTICLE 17
ASSIGNMENT, SUBLETTING, ENCUMBERING

17.01 No Assignment. Lessee may not sublet, transfer, assign, mortgage, pledge, hypothecate, allow use of or encumber (“Transfer”) the Leased Premises, or any part thereof, without Lessor’s prior, written approval, which may be granted or denied in Lessor’s sole discretion. Any such transfer without said approval, whether voluntary or involuntary, will be void and will confer no right of occupancy upon said assignee or purchaser. Notwithstanding the foregoing, Lessee may a one-time Transfer of all of its interest in the Agreement and Leased Premises to an affiliate in which Lessee or a principal of Lessee holds both a controlling interest and exclusive management rights.

17.02 Assumption of Obligations. Any transfer or assignment of this Agreement that is approved by the Lessor must include the agreement to perform all the obligations of the Lessee under this Agreement and must retain the Lessee as a guarantor of the original obligation.

17.03 Non-Subordination. Lessor’s interest in the Property and this Agreement, as the same may be modified, amended, or renewed, shall not be subject or subordinate to: (i) any mortgage now or hereafter placed upon Lessee’s interest in this Agreement; or (ii) any other liens, encumbrances or other matters hereafter affecting Lessee’s interest in this Agreement.

17.04 Liens and Mortgages. Except as may be permitted under the terms of the Agreement, Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Property, Leased Premises, or this Agreement, place or suffer to be placed upon the Property any lien or other encumbrance, or suffer any levy or attachment to be made, on Lessee’s interest in the Leased Premises or this Agreement. Except as contemplated in this Agreement, any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting an event of default by Lessee, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

ARTICLE 18
UNLAWFUL USE

18.01 No Unlawful Use. Lessee agrees no improvements shall be erected, placed upon, operated or maintained on the Leased Premises, nor shall business be conducted or operated thereon in violation of the terms of this Agreement, or any regulations, order or laws, statutes, by laws or ordinances of any governmental body having jurisdiction there over.

18.02 Compliance with Applicable Zoning. Lessee agrees to meet all applicable zoning required to use the Leased Premises for the purposes stated in this Agreement.

ARTICLE 19
DEFAULT

19.01 Event of Default. The occurrence of any of the following shall constitute an event of default (“Event of Default”) hereunder:

A. The filing of a petition by or against Lessee for adjudication as bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Lessee’s property; an assignment by Lessee for the benefit of creditors or the taking of possession of the property of Lessee by any governmental officer or agency pursuant to statutory authority for the liquidation of Lessee.

B. Failure of Lessee to pay any installment of the Rental Fee or any other amount due from Lessee under this Agreement, provided that Lessee does not cure such failure within fifteen (15) days after delivery by Lessor of a written notice of such failure.

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

D. Failure of the Lessee, pursuant to A.R.S. § 42-6206, to pay tax liability, provided that Lessee does not cure such failure within thirty (30) days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) days to complete and Lessor agrees, then the time to cure shall be extended so long as the cure is being diligently pursued.

E. Abandonment of the Leased Premises by Lessee, as provided in Section 19.02 hereof.

F. The filing of any mechanic’s, materialmen’s, or other lien of any kind against the Leased Premises because of any act or omission of Lessee which lien is not discharged by bonding or otherwise, within thirty (30) days of receipt of actual notice thereof by Lessee.

G. The failure of Lessee to maintain all insurance coverage required by this Agreement (and any cure must cover any lapsed or uncovered period of time).

19.02 Abandonment. If Lessee, prior to the expiration or other termination of this Agreement, relinquishes possession of the Leased Premises without Lessor’s prior written consent, or fails to operate the Lessee Business for a period of sixty (60) days, such occurrence will be deemed to be an abandonment of the Leased Premises and an event of default under this Agreement.

19.03 Waiver. There shall be no implied waivers. No express waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Agreement shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any of such

obligations, and no express waiver shall affect an Event of Default (Section 19.01) in a manner other than as specified in the waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or for any subsequent similar acts by Lessee.

19.04 Remedies Not Exclusive. The specific remedies set forth in this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be entitled to resort, either in law or in equity, in case of any breach or threatened breach of any provisions of this Agreement.

19.05 Lessor Default. The following shall constitute a default of this Agreement by Lessor (a "Lessor Default"): the failure of Lessor to perform any of its material obligations under this Agreement when Lessor does not cure such failure within thirty (30) days after delivery by Lessee of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) days to complete and Lessee agrees, then the time to cure shall be extended so long as the cure is being diligently pursued.

19.06 Content of Default Notice. Any default notice tendered by either Party hereunder shall be deemed to be sufficient if it is reasonably calculated to put the other Party on inquiry as to the nature and extent of such default.

ARTICLE 20 TERMINATION

20.01 Termination for Default by Lessee. If an Event of Default occurs as defined in Article 19 of this Agreement, Lessor may, at its election, without prejudice to any other rights and remedies available to Lessor at law or in equity, terminate this Agreement and the tenancy created thereby. In such case, Lessee shall surrender the Leased Premises to Lessor pursuant to Article 22.

20.02 Termination for Default by Lessor. In the event of a Lessor Default under Section 19.05, Lessee may, at its election, without prejudice to any other rights and remedies available to Lessee at law or in equity, terminate this Agreement and the tenancy created thereby. In such case, Lessee shall surrender the Leased Premises to Lessor pursuant to Article 22.

20.03 Lessor's Damages Relating to Termination. Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of an Event of Default, which shall be due and payable, as additional rent, within thirty (30) days after the date of the invoice in which Lessor bills Lessee for such costs.

20.04 Preservation of State Shared Revenue. Notwithstanding any other provision of, or limitation in, this Agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Attorney General determines that this Agreement violates any provision of state law or the Constitution of Arizona (including A.R.S. § 42-6201 *et seq.*), Lessor and Lessee shall use all and best faith efforts to modify the Agreement so as to fulfill each Parties rights and obligations in the Agreement while resolving the violation with the Attorney General. If within thirty (30) days of

notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), Lessor and Lessee cannot agree to modify this Agreement so as to resolve the violation with the Attorney General, this Agreement shall automatically terminate at midnight on the thirtieth (30th) day after receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement except for those provisions that survive the termination or expiration of this Agreement pursuant to Section 26.10 or as otherwise specifically set forth in this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), Lessor shall be entitled to terminate this Agreement, except if Lessee posts such bond, if required; and provided further, that if the Arizona Supreme Court, determines that this Agreement violates any provision of state law or the Constitution of Arizona, Lessor or Lessee may terminate this Agreement and the Parties shall have no further rights, interests, or obligations in this Agreement or claim against the other Party for a breach or default under this Agreement.

20.05 Termination for Non-Operation of Lessee Business. As the permitted uses of the Leased Premises outlined in Section 2.01 are accessory uses to the operation of Lessee's Business at 18 W. Main, this Agreement will automatically terminate within ten (10) calendar days following Lessee ceasing to operate the Lessee Business at 18 W. Main. Lessee shall notify Lessor of any termination of Lessee's lease at 18 W. Street, and will provide Lessor with a copy of any notice of default or other notice from the owner of 18 W. Main related to the termination of the 18 W. Main Street lease or the failure of Lessee to meet its obligations under the 18 W. Main lease.

20.06 Election to Terminate. No action of Lessor shall be construed as an election to terminate this Agreement unless written notice of such intention is given to Lessee.

ARTICLE 21 REMEDIES

21.01 Remedies. In addition to any and all remedies available to each Party as a matter of law and those set forth in other provisions of this Agreement, each Party shall, subject to any cure or notice period set forth in this Agreement (if applicable), have the immediate right upon the other Party's default (i.e. a Lessor Default or an Event of Default, as applicable) to resort to any and all legal remedies or combination of remedies which the non-defaulting Party may desire to assert. Notwithstanding the foregoing, neither Party shall seek, and both hereby waive any right to recover damages from the other Party for loss of profits, loss of any other revenue, loss of business opportunity, loss of good will, or loss due to business interference, and any indirect, consequential, special or other damages caused by the other's default.

21.02 Rights Not Cumulative. The various rights, elections, and remedies of Lessor and Lessee contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other or of any right, priority or remedy allowed or provided by law. Lessor shall use its best efforts to mitigate costs to Lessee.

21.03 Costs and Expenses of Lessor. Lessee agrees to pay as additional rent all attorney's fees and other costs and expenses incurred by Lessor in enforcing any of Lessee's obligations under this Agreement. Any amount due from Lessee to Lessor under this Agreement which is not paid when due will bear interest at the highest rate allowed by Arizona law.

ARTICLE 22 SURRENDER OF LEASED PREMISES

22.01 Surrender of Leased Premises; Normal Wear and Tear. Upon expiration, default by Lessee or termination of this Agreement by Lessee or Lessor, Lessee's right to occupy the Leased Premises and exercise the privileges and rights granted under this Agreement shall cease, and Lessee shall peaceably surrender the same and leave the Leased Premises free of trash and debris, broom clean and in good condition, except for normal wear and tear or as otherwise provided for in this Agreement. Should Lessor so demand after expiration of this Agreement or the noticed termination hereof, within thirty (30) days after receiving written notice from Lessor, Lessee must commence the removal of all personal improvements, from the Leased Premises, and must complete said removal within thirty (30) days. All trade fixtures, equipment, and other personal property installed or placed by Lessee in the Leased Premises (including the mechanical equipment for the malthouse, the mechanical equipment screening and grain elevator in the equipment yard shown in **Exhibit C**) which is not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the Term of this Agreement, to remove the same from the Leased Premises, provided that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within thirty (30) days after the expiration or termination of this Agreement shall become a part of the Leased Premises, and ownership thereof shall vest in Lessor. Lessee shall, however, remain financially liable to Lessor for the costs of repairs to the Leased Premises incurred as a result of Lessor's removal and/or relocation of property formerly belonging to Lessee and not otherwise removed from the Leased Premises as provided herein, and shall remit to Lessor payment for such costs within thirty (30) days of Lessee's receipt of Lessor's invoice therefor.

22.02 Voluntary Surrender. Lessee must, on the last day of the Term of this Agreement, or upon any termination of this Agreement, truly surrender and deliver the Leased Premises along with any fixtures (other than trade fixtures), Lessee Improvements and permanent improvements into the possession and use of Lessor, without fraud or delay and in good order, condition and repair, free and clear of all liens and encumbrances other than those existing on the Effective Date of this Agreement, if any, without any payment or allowance whatsoever by Lessor.

22.03 Trade Fixtures and Equipment. All trade fixtures, equipment, and other personal property installed or placed by the Lessee on the Leased Premises whether or not permanently affixed thereto shall be free of any lien for the payment of rent or for the performance of any other obligation of Lessee under this Agreement. At any time during the Term of this Agreement, and for an additional period of thirty (30) days after its expiration or earlier termination, Lessee shall be free to remove trade fixtures, equipment and other personal property installed or placed by the Lessee from the Leased Premises. Within thirty (30) days after the expiration or earlier termination of this Agreement, if requested to do so by Lessor in writing,

Lessee shall remove all trade fixtures, equipment, and personal property from the Leased Premises. The failure of Lessee to remove trade fixtures and equipment within thirty (30) days after the expiration or earlier termination of the Agreement is governed by Section 22.01.

ARTICLE 23
SALE OF LEASED PREMISES AND ESTOPPEL CERTIFICATE

23.01 Sale of the Leased Premises. If there is a sale or other conveyance by Lessor of its interest in the Leased Premises, provided that the purchaser of the Leased Premises assumes this Agreement and all of Lessor's obligations hereunder, Lessor shall be automatically freed and released from all liability accruing from and after the date of such sale or conveyance respecting the performance of any covenant or obligation on the part of Lessor contained in this Agreement to be performed. Upon such a sale or conveyance, the covenants and obligations contained in this Agreement on the part of Lessor shall be binding on its successors or assigns. Lessor and any of its successors in interest agree not to disturb or otherwise interfere with Lessee's possession of the Leased Premises for the unexpired Term of the Agreement, except as otherwise provided herein. From and after such sale or conveyance, Lessee shall be bound to such successor or assign who becomes the new Lessor under this Agreement; and Lessor shall attorn to such successor or assign as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of either party

23.02 Estoppel Certificate. Both Parties shall, without charge, at any time and from time to time hereafter, within thirty (30) 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 Agreement is in full force and effect along with the amount and current status of the Leased Premises rent and other amounts due hereunder; (ii) as to whether this Agreement 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 Agreement; 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.

ARTICLE 24
HOLDING OVER

24.01 Holdover. In the event Lessee shall lawfully hold possession of the Leased Premises after the Term, then such holding over shall be considered a tenancy from month to month and governed by the same conditions and covenants as contained in this Agreement.

**ARTICLE 25
CONDEMNATION**

25.01 Entire or Partial Condemnation. If the whole or any part of the Leased Premises shall be taken or condemned by any competent authority for any public use or purposes during the Term of this Agreement, this Agreement shall terminate with respect to the part of the Leased Premises so taken, and Lessee 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 Agreement hold interest (as well as relocation and moving costs) without impairing any rights of Lessor for the taking of or injury to the Lessor's interests.

25.02 Continuation of Agreement. In the event of a taking of less than all of the Leased Premises, this Agreement shall continue in effect with respect to the portion of the Leased Premises not so taken; the rent shall not be adjusted except if the taking materially affects Lessee's use of the Leased Premises and in such event the 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 Leased Premises cannot feasibly be used or converted for use by Lessee for the uses contemplated by the Agreement, Lessee may, at its option, terminate this Agreement within ninety (90) days after such taking by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee.

25.03 Temporary Taking. If the temporary use of the whole or any part of the Leased 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 Lessee, unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this Agreement, in which event the award made for such taking shall be apportioned between Lessor and Lessees of the date of such expiration.

25.04 Notice of Condemnation. In the event any action is filed to condemn the Leased Premises or Lessee's leasehold estate or any part thereof by any public or quasi-public authority under the power of eminent domain, either Lessor or Lessee 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 Lessee's leasehold interest shall be made without the consent of Lessee, which shall not be unreasonably withheld.

**ARTICLE 26
GENERAL PROVISIONS**

26.01 Notices. All notices to be given by either Party to the other, shall be given in writing and shall be addressed to the Parties at the addresses hereinafter set forth or at such other address as the Parties may hereafter designate. Notices and payments to Lessor, and notices to Lessee shall

be deemed properly served when sent by certified or registered mail or hand delivered to the addresses stated below. Any notice shall be deemed to have been received three (3) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered.

To Lessor: City of Mesa
20 E. Main Street
P.O. Box 1466
Mesa, AZ 85211 1466
Attention: Kim Fallbeck, Real Estate Services

To Lessee: _____

Attention: _____

26.02 Amendments. This Agreement sets forth all of the agreements and understandings of the Parties and is not subject to modification except in writing, signed by the Parties.

26.03 Successors; Joint Liability. The covenants herein contained will, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto; and all of the Parties hereto will be jointly and severally liable hereunder.

26.04 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

26.05 Independent Legal Relationship. Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between Lessor and Lessee. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

26.06 Authority. The person executing this Agreement on behalf of, or as a representative for the Lessee warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Lessee and that this Agreement is binding upon the Lessee in accordance with the terms and conditions herein.

26.07 Governing Law. Any dispute with respect to this Agreement and the rights and duties created by this Agreement will be governed by the laws of the State of Arizona and litigated in a court of competent jurisdiction in Maricopa County, Arizona. The Parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this Agreement. The Parties acknowledge that they have read and understand this clause and agree voluntarily to its terms.

26.08 Termination under A.R.S. § 38-511. This Agreement is subject to termination under A.R.S. § 38 511.

26.09 Binding Agreement. This Agreement shall be considered to be the only agreement between the Parties hereto pertaining to the Leased Premises. It is understood that there are no oral agreements between the Parties affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties with respect to the subject matter hereof, and none shall be used to interpret or construe this Agreement.

26.10 Survivability. All warranties, representations, and duties to indemnify, defend, and hold harmless shall survive the termination, cancellation, or expiration of this Agreement. Additionally, all obligations to restore the Leased Premises or remove trade fixtures, equipment, or other personal property installed or placed by Lessee in the Leased Premises shall survive the termination or expiration of this Agreement, as well as any other Article or Section which reasonably should survive shall survive.

26.11 E-Verify Requirement. To the extent applicable under A.R.S. § 41-4401 and A.R.S. § 23-214 are applicable, Lessee 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). A breach of Lessee's warranty under this Section 26.11 will be deemed a breach of this Agreement and may result in the termination of this Agreement by Lessor; however, Lessee will not be deemed to have materially breached this warranty if it establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A. Pursuant to A.R.S. §§ 41-4401 and 23-214, Lessor retains the legal right to randomly inspect the papers and records of any employee who works under this Agreement or on the Leased Premises to ensure compliance with the above-mentioned laws.

26.12 Litigation. Lessee must notify Lessor within ten (10) days after the commencement of any action, suit, proceeding or arbitration against Lessee, or any material development in any action, suit, proceeding or arbitration pending against Lessee, in either case if such action, suit, proceeding or arbitration would materially and adversely affect the Leased Premises, the validity of this Agreement, or the performance of Lessee's obligations under this Agreement.

26.13 Memorandum of Lease; Execution of Agreement Documents. In conjunction with the execution of this Lease, the Parties agree that they will execute a Memorandum of Lease in a similar form as **Exhibit E**, that will be filed in the records of Maricopa County. Lessee has full power and authority to execute, deliver and perform this Agreement 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 Agreement and the other documents related to the Leased Premises do not, and will not, violate any provision of law applicable to Lessee or its organizational documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which Lessee is a party or by which it is bound.

26.14 Governmental Capacity. Any approvals Lessee is required to obtain from Lessor under this Agreement are in addition to and separate from approvals Lessee must obtain from the City of Mesa in its governmental capacity, including applicable approvals required under the City of Mesa Building Code or Zoning Ordinance. Notwithstanding anything in this Agreement to the contrary, this Agreement does not affect the City of Mesa in its governmental capacity.

26.15 No Personal Liability of Officials of Lessor or Lessee. None of the covenants, stipulations, promises, agreements and obligations of Lessor or Lessee contained herein shall be deemed to be covenants, stipulations, promises, agreements or obligations of any official, officer, agent or employee of Lessor or Lessee 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 Lessor or Lessee.

26.16 Severability. If any provision of this Agreement is declared void or unenforceable (or is construed as requiring Lessor 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 Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement 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 Agreement, as reformed.

26.17 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee 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 by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Agreement.

26.18 Drug Free Work Place. Lessee shall require a drug free workplace for all employees working at the Leased Premises. Specifically, all Lessee employees who are working at the Leased Premises or under this Agreement shall be notified in writing by the Lessee that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Lessee agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties on the Leased Premises.

26.19 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.

26.20 Incorporation of Exhibits and Attachments by Reference. All Exhibits and Attachments to this Agreement are fully incorporated as though set forth in the body of this Agreement.

26.21 Construction. The terms and provisions of this Agreement 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 Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

26.22 Counterparts. This Agreement 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 Agreement, by transmitting a signed copy of the signature page hereof, by facsimile or email, to the other Party hereto.

(SIGNATURES ON NEXT PAGE.)

EXECUTED to be effective on the date specified above.

LESSOR:

CITY OF MESA
An Arizona Municipal Corporation

By: _____
Christopher J. Brady, City Manager,
or Designee

Date: _____

APPROVED AS TO FORM:

City Attorney

LESSEE:

a(n) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A-1*

LEASED PREMISES LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

LEASE PARCEL

The following described property is a portion of the northwest quarter of Section 22, Township 1 North, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona having a Basis of Bearings of South 89°48'01" East, along a line 794.93 feet defined by the monument line of Main Street, between McDonald Street and Center Street, as determined by intersecting the lines between the four brass disk reference markers at each of the four corners of McDonald Street and Center Street, as shown on the Record of Survey recorded in Book 1257, Page 45, records of Maricopa County, Arizona:

That portion of Lot 2, Block 6, CITY OF MESA, according to Book 3 of Maps, Page 11, records of Maricopa County, Arizona being described as follows:

COMMENCING at the southwest corner of said Lot 2, Thence, along the south line of said Lot 2, South 89°48'01" East, 92.68 feet to a point in line with the existing westerly face of curb, and the POINT OF BEGINNING;

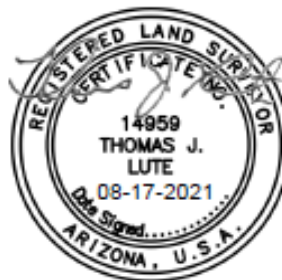
Thence, along said face of curb, North 0°10'39" East, 140.07 feet to a point on the south line of a twenty feet wide alley, that splits Lots 1-4 of said Block 6;

Thence, along the south line of said alley, South 89°47'36" East, 27.15 feet to the east line of the west 40.0 feet of the east 86.05 feet of said Lot 2;

Thence, along the east line of the west 40.0 feet of the east 86.05 feet of said Lot 2, South 0°14'10" West, 140.06 feet to the south line of said Lot 2;

Thence, along the south line of said Lot 2, North 89°48'01" West, 27.01 feet to the POINT OF BEGINNING.

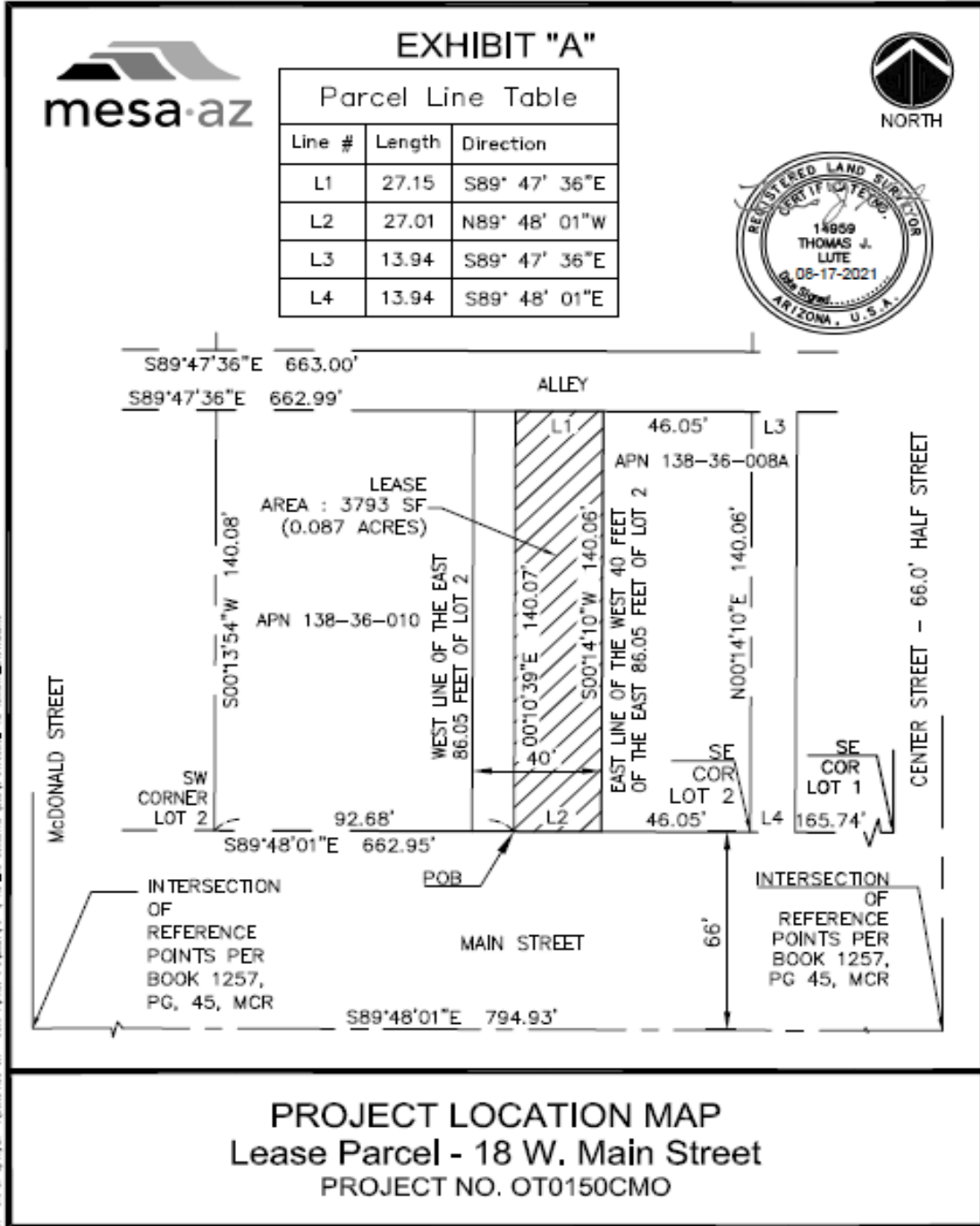
Said parcel containing 3,793 square feet or 0.087 acres, more or less.



**Updated legal will be provided on the final draft of the lease to account for a modification to the area agreed upon by the Lessee and Lessor making the width of the Leased Premises larger by less than one-foot within the parcel.*

EXHIBIT A-2*

LEASED PREMISES DEPICTION
(AREA IDENTIFIED AS "LEASE")



*Updated legal will be provided on the final draft of the lease to account for a modification to the area agreed upon by the Lessee and Lessor making the width of the Leased Premises larger by less than one-foot within the parcel.

EXHIBIT B-1

PEDESTRIAN ACCESS LEGAL DESCRIPTION

EXHIBIT "B"

LEGAL DESCRIPTION

PEDESTRIAN ACCESS PARCEL

The following described property is a portion of the northwest quarter of Section 22, Township 1 North, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona having a Basis of Bearings of South 89°48'01" East, along a line 794.93 feet defined by the monument line of Main Street, between McDonald Street and Center Street, as determined by intersecting the lines between the four brass disk reference markers at each of the four corners of McDonald Street and Center Street, as shown on the Record of Survey recorded in Book 1257, Page 45, records of Maricopa County, Arizona:

That portion of Lot 2, Block 6, CITY OF MESA, according to Book 3 of Maps, Page 11, records of Maricopa County, Arizona being described as follows:

COMMENCING at the southwest corner of said Lot 2, Thence, along the south line of said Lot 2, South 89°48'01" East, 79.69 feet to a point from which the southeast corner of said Lot 2 bears South 89°48'01" East, 86.05 feet, and the POINT OF BEGINNING;

Thence, along the west line of the east 86.05 feet of said Lot 2, North 0°14'10" East, 140.07 feet to a point on the south line of a twenty feet wide alley, that splits Lots 1-4 of said Block 6;

Thence, along the south line of said alley, South 89°47'36" East, 12.85 feet to a point in line with the existing westerly face of curb;

Thence, along said face of curb, South 0°10'39" West, 140.07 feet to the south line of said Lot 2;

Thence, along the south line of said Lot 2, North 89°48'01" West, 12.99 feet to the POINT OF BEGINNING.

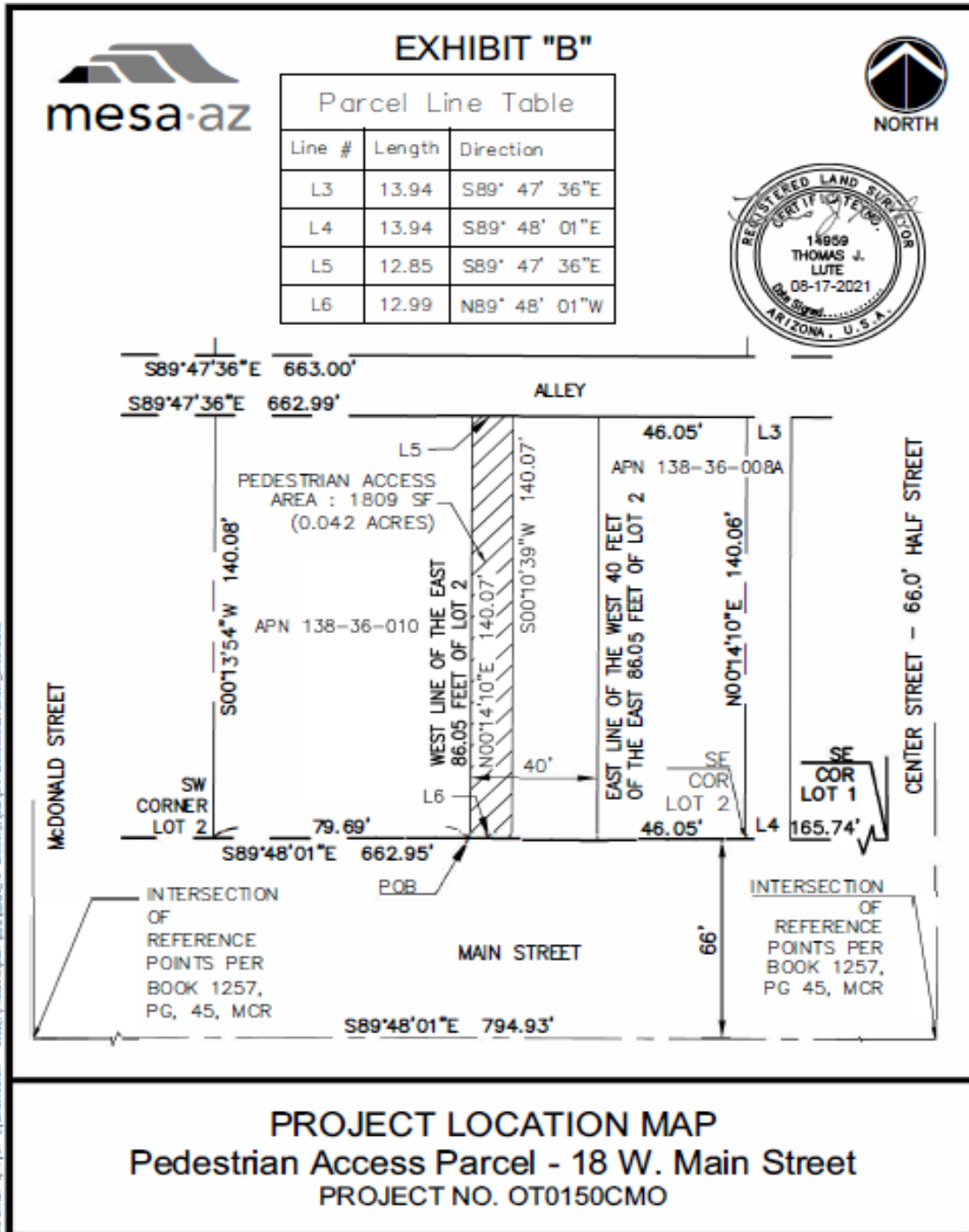
Said parcel containing 1,809 square feet or 0.042 acres, more or less.



**Updated legal will be provided on the final draft of the lease to account for a modification to the area agreed upon by the Lessee and Lessor making the Pedestrian Access Area smaller by a width of less than one-foot within the parcel.*

EXHIBIT B-2

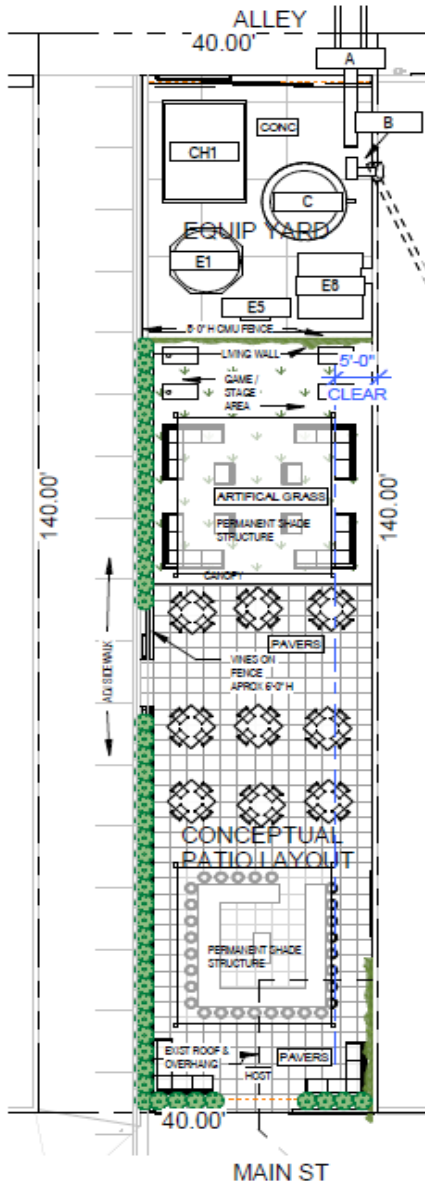
**PEDESTRIAN ACCESS LEGAL DESCRIPTION
(AREA IDENTIFIED AS "PEDESTRIAN ACCESS AREA")**



**Updated legal will be provided on the final draft of the lease to account for a modification to the area agreed upon by the Lessee and Lessor making the Pedestrian Access Area smaller by a width of less than one-foot within the parcel.*

EXHIBIT C

LEASED PREMISES IMPROVEMENTS



PATIO EQ SCHEDULE					
MARK	DESCRIPTION	HEIGHT	WT FULL	CAPACITY	EQ WT LBS
CH1	AIR COOLED SCROLL CHILLER	5'		50T	2100
E1	BUFFER TANK	16'	28000	5000 GAL	
E5	PUMP	2'		120GPM	
E8	DUST COLLECTOR	16'			

PATIO GRAIN PROCESS						
MARK	DESCRIPTION	Model	Manufacturer	EQ WT LBS	HEIGHT	WT FULL
A	MOBILE INCLINE BELT	SERIES CU 810	RAPAT		2'	
B	BUCKET ELEVATOR	C3-700	UNIVERSAL INDUSTRIES	1270	38'	2200
C	SILO	1009	MERIDIAN		30'	40000

① EXHIBIT 'C1'
1/16" = 1'-0"

COPYRIGHT © 2023 648 ARCHITECTURE

PROJECT:
SONORAN ROW'S MALT HOUSE
18 W MAIN STREET
MESA, AZ 85201
PROJECT NO:
211205



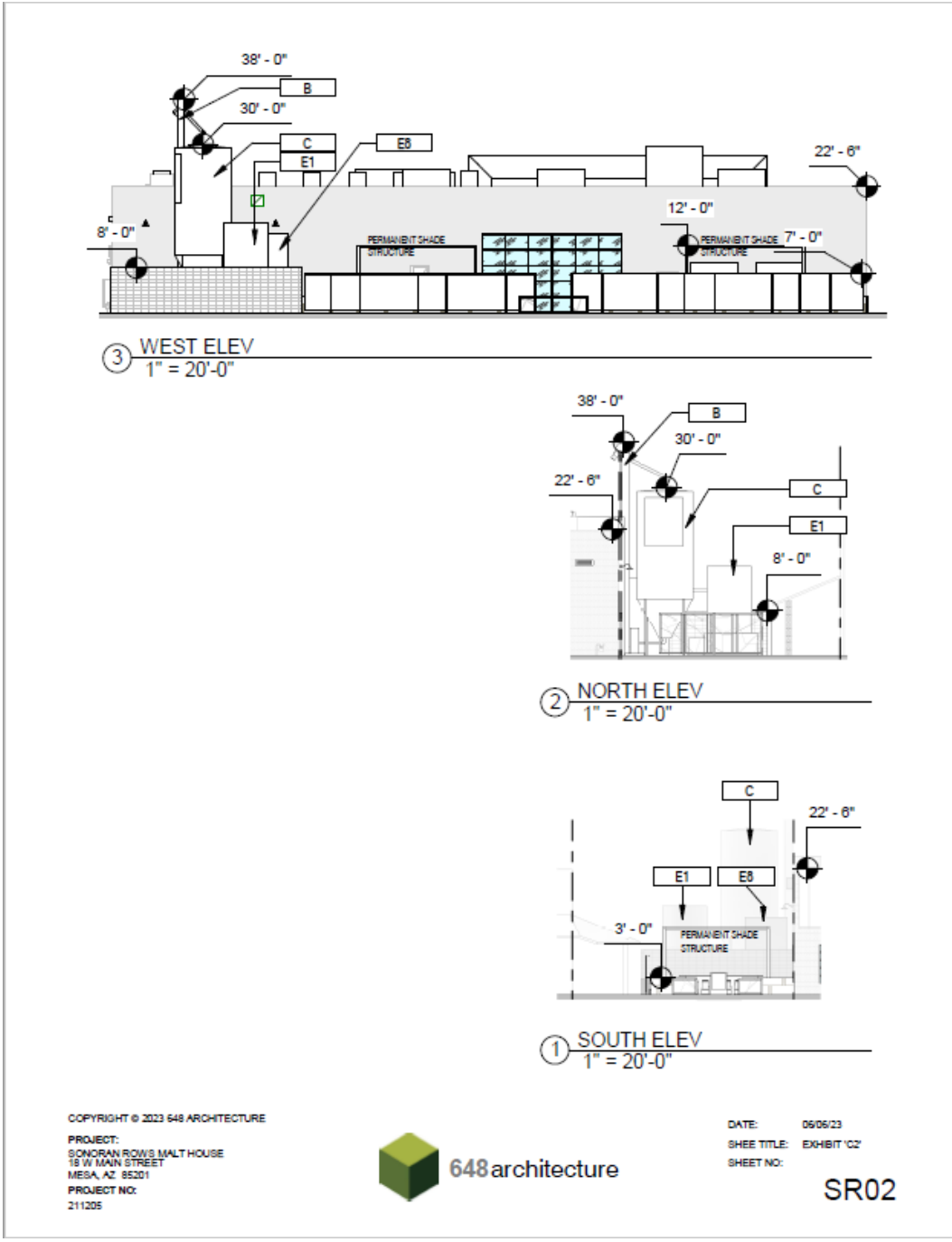
648architecture

DATE: 05/04/23
SHEET TITLE: EXHIBIT 'C1'
SHEET NO:

SR01

** This drawing is conceptual only. Final plans are subject to the City of Mesa's ordinary submittal, review and approval processes, and the building permit, inspection,*

development and other similar fees for the development of the Project in effect at the time of application or submission.



* This drawing is conceptual only. Final plans are subject to the City of Mesa's ordinary submittal, review and approval processes, and the building permit, inspection, development and other similar fees for the development of the Project in effect at the time of application or submission.

EXHIBIT D

PUBLIC IMPROVEMENTS

1. Removal of the existing Bomanite (stamped concrete) paving between the Main Street sidewalk and north property line of lease area and replacement with a permanent paving treatment to be approved by the City.
2. Removal of the driveway approach at Main Street and installation of vertical curb and landscape planter to match existing.

EXHIBIT E

FORM 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 (Lessor) and Lessee (Lessee) named below and in the Lease for recording purposes only as to the Lease hereinafter described. The Leased Premises described below are leased from Landlord (Lessor) to Lessee (Lessee) pursuant to the Lease, and this Memorandum of Lease is not intended to, and shall not, modify, amend, supersede or otherwise affect the terms and provisions of the Lease.

1. Name of Document: _____ (the "Lease")
2. Name of Lessor: CITY OF MESA, ARIZONA, an Arizona municipal corporation.
3. Name of Lessee: _____, a _____ [Insert name of and type of entity corporation/LLC/etc.]
4. Address of Lessor: City of Mesa
20 East Main Street, 7th Floor
Mesa, Arizona 85211-1466
Attn: Kim Fallbeck, Real Estate Services Administrator
5. Address of Lessee: _____

Attn: _____,[insert title]
6. Date of Lease: _____, 20____ ("Effective Date")

7. Term: Effective Date to _____, 20__, unless this Lease is sooner terminated or renewed for _____ period(s), as provided therein.
8. Leased Premises: The portion of the property known as _____ as described and/or depicted in Exhibit A to this Memorandum of Lease.
9. Rent: Lessee shall pay to Lessor rents and other amounts, as more particularly set forth in the Lease.
10. Incorporation: All 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 Lessor and Lessee at their respective addresses set forth above.

(SIGNATURES ON THE FOLLOWING PAGES.)

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

LESSOR (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 _____, 20__, by _____ the _____ of the CITY OF MESA, ARIZONA, an Arizona municipal corporation, on behalf of the City.

Notary Public

My commission expires: _____

LESSEE (TENANT):

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, the _____ of _____, a _____, on behalf of the Lessee entity.

Notary Public

My commission expires: _____

EXHIBIT A TO MEMORANDUM OF LEASE

[Legal Description/Depiction of Premises – Use what is attached to the Lease]