

**COMMERCIAL LEASE
BETWEEN
THE CITY OF AVONDALE
AND
THE OPPORTUNITY TREE**

THIS COMMERCIAL LEASE (this "Lease") is made and entered into as of November 2, 2020, by and between the City of Avondale, an Arizona municipal corporation (the "Landlord") and The Opportunity Tree, an Arizona non-profit corporation (the "Tenant").

RECITALS:

A. The Landlord and the Tenant entered into that certain professional services agreement of equal date herewith (the "Service Agreement") providing for Tenant to provide an array of programs for Avondale and other west valley residents with Intellectual and Developmental Disabilities including, Youth Transitional Services, Adult Day Programs and a space to allow collaborative delivery of supports to Avondale residents with Intellectual and Development Disabilities (the "Services").

B. In order to provide the Services as desired by the Landlord pursuant to the Service Agreement, the Tenant requires office space in the Avondale Area suitable for conducting its various activities.

C. The Landlord owns 328 West Western Avenue, Avondale Arizona 85323 (the "Center") suitable for Tenant's purposes, which building the Landlord desires to lease to Tenant for the purpose of carrying out the Services in accordance with the Service Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property located at 328 West Western Avenue, Avondale Arizona 85323, commonly known as the "Center", together with all improvements, buildings, fixtures and structures (the "Improvements") now or hereafter existing thereon and all appurtenances thereto (collectively, the "Leased Premises").

2. Term. The term of this Lease (the "Initial Term") shall commence on March 1, 2021, and shall end on February 28, 2022, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Contract will automatically renew for successive one-year terms (each a "Renewal Term") unless and until the Landlord or Tenant provides written notice of non-renewal to the other party at least 30 calendar days prior to the start of the next Renewal Term. The City of Avondale Neighborhood and Family Services will notify the Tenant regarding any rent increases 60

calendar days prior to the contract expiration date. Any rent adjustment will be effective upon the effective date of the contract extension. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

3. Rent. During the Term, Tenant shall pay to Landlord as rent ("Rent") for the Leased Premises the amount, per month, as set forth below, based on percentage of Fair Market Value (FMV), as determined to be \$6.00/square foot annually. FMR value = \$6.00 x 13,000 sf. = \$78,000 annually or \$6,500/month:

Months	1-12	10% of FMV	\$650.00
Months	13-24	30% of FMV	\$1,950.00
Months	25-36	30% of FMV	\$1,950.00
Months	37-48	30% of FMV or negotiated percentage of FMV	

4. Commerical Lease Transaction Privilege Tax. This is a commercial lease the fair market value of the rental is subject to the transaction privilege tax imposed by the City of Avondale. The amount of the Transaction privilege tax imposed by the City shall be added to the monthly rental payment.

5. Use of Leased Premises. Tenant shall use the Lease Premises only for a business office related to its principal business and limited to those Services contemplated in the Service Agreement. Tenant may also utilize all of the equipment left in the Leased Premises by the Landlord, including the telephone system and the computer network cabling (collectively the "Landlord's Equipment"), during the Lease Term. Landlord makes no representation or warranty with respect to the condition of (i) the Leased Premises or its zoning, fitness or availability for any particular use or (ii) the Landlord's Equipment. Tenant will not commit, omit or permit any act, condition or event which is contrary to any Legal Requirement or Insurance Requirement, as defined below. All of the Landlord's Equipment shall remain the property of the Landlord and Tenant shall have no rights thereto other than to utilize the Landlord's Equipment at the Leased Premises during the Lease Term. Tenant shall not, without the prior, written approval of the Landlord, remove any of the Landlord's Equipment from the Leased Premises at any time prior to, during or after the Lease Term; provided, however, that Tenant shall have the first right of refusal to purchase any portion of the Landlord's Equipment at the end of the Lease Term in the event that Landlord chooses to make such equipment available for purchase to the general public.

6. Existing Conditions; Maintenance and Repairs.

6.1 Tenant Inspection. Tenant has inspected and is fully familiar with the physical condition of the Leased Premises and accepts the Leased Premises and the Landlord's Equipment in an "as-is, where-is" condition. Tenant shall be provided the opportunity to conduct a thorough walk-through of the Leased Premises prior to Tenant's occupancy thereof; provided, however, that Tenant's occupancy shall be conclusive evidence that Tenant (A) has conducted such walk-through and (B) agrees to take possession of the Leased Premises "as-is, where-is", subject to satisfactory completion of the Landlord Improvements set forth in subsection 7.2 below.

6.2 Tenant Responsibilities. Tenant will keep in good and clean order and operable condition, reasonable wear and tear excepted, the (A) Leased Premises and every part thereof, including, but not limited to, all plumbing, heating, ventilation, air conditioning and electrical systems and equipment in, on or exclusively serving the Leased Premises, windows, doors, floors, interior walls, the roof, exterior walls and ceiling which are part of the Leased Premises and (B) the Landlord's Equipment. Tenant will promptly make or cause to be made all necessary or appropriate repairs, replacements or renewals of the Leased Premises, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Tenant hereby expressly agrees and understands that it shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such repairs. Tenant shall provide a copy of annual HVAC inspection by a licensed contractor and include a record of repairs and maintenance made during the year. This helps the Landlord to track the life expectancy of the units. The report shall be emailed to Joel Evans, Facilities Manager, jevans@avondalez.gov.

7. Improvements to the Leased Premises.

7.1 Tenant Improvements. Tenant, at its sole cost and expense and in addition to any Landlord obligations as set forth in this Section, shall perform all work (the "Tenant's Work") concerning the construction and installation of certain improvements, alterations and additions to the Leased Premises as necessary to enable Tenant to fully perform the Services at the Leased Premises (the "Tenant Improvements") subject to the prior written approval of the Landlord. Tenant hereby expressly agrees and understands that (A) any Tenant Improvements shall remain with the Leased Premises at the end of the Lease Term and (B) Tenant shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such Tenant Improvements.

7.2 Landlord's Improvements. Prior to Tenant occupying the Leased Premises, Landlord shall make such modifications and improvements to the Leased Premises as it deems necessary with respect to enhancing the energy efficiency of the Leased Premises including replacing the HVAC, replacing windows and replacing lighting (the "Energy Enhancements") and other alterations to prepare the Leased Premises for Tenant's Work including removing center, non-load-bearing walls on the first and second floors, removing carpet and painting walls (collectively, along with the Energy Enhancements, the "Landlord's Improvements"). The Landlord Improvements and the Tenant's Improvements are collectively referred to herein as the "Improvements."

8. Tenant's Equipment. All of Tenant's personal property, furniture, furnishings, business or trade fixtures and equipment now or hereafter in or about the Leased Premises or any part thereof, which are (i) the property of the Tenant or any permitted subleasee or assignee of Tenant and (ii) not Landlord's Equipment (the "Tenant's Equipment") shall remain the property of Tenant, provided that:

8.1 Right to Remove. Tenant shall have the right at any time during the Lease Term to remove from the Leased Premises all or any part of Tenant's Equipment in or on the Leased Premises without regard to the manner placed on or affixed to the Leased Premises,

provided that Tenant, at its sole expense, immediately will repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by the removal of Tenant's Equipment therefrom.

8.2 Abandonment. Any of Tenant's Equipment not removed by Tenant at its expense within 30 days after the expiration or earlier termination of this Lease or the Lease Term shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without any further notice to Tenant, and without obligation to account therefor; provided, however, that after such 30th day, Tenant will pay Landlord, upon demand, all reasonable costs and expenses incurred by Landlord in removing, storing, or disposing of any of Tenant's Equipment. Tenant at its expense will immediately repair or be obligated for all costs and expenses in connection with all damage to the Leased Premises caused by any removal of Tenant's Equipment therefrom. Landlord shall not be responsible for any loss of or damage to Tenant's Equipment.

9. Alterations and Additions. In addition to and other than the Tenant Improvements referred to in Sections 7 and 8 hereof, Tenant shall have the right at any time during the Lease term, at Tenant's sole cost and expense, to make changes, alterations, additions or improvements (collectively, "Alterations", or singularly, an "Alteration") in or to the Leased Premises, subject to the following:

9.1 Landlord Approval. No Alteration or group of alterations with a construction cost exceeding \$5,000.00 shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed if the Alteration would not materially and adversely affect the structure, front facade, roof, plumbing, electrical, or heating, ventilating and air condition systems of the Leased Premises.

9.2 Requirements. The provisions and conditions of Sections 10 and 11 hereof shall apply to any work performed by Tenant under this Section 9.

9.3 No Landlord Contribution. Tenant hereby expressly agrees and understands that it shall not be entitled to any reimbursement from the Landlord for the cost of any portion of such alterations.

10. Compliance with Requirements. Tenant, during the Lease Term, will promptly and diligently:

10.1 Legal and Insurance Requirements. Comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Leased Premises or any use or condition thereof (the "Legal Requirements"), and all terms of an insurance policy covering or applicable to the Leased Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any part of the Leased Premises or any use or condition thereof (the "Insurance Requirements").

10.2 Licensing. Procure, maintain and comply with all permits, licenses, franchises and other authorizations required for the use of the Leased Premises or any part thereof then being made by Tenant, and for the proper erection, installation, operation and maintenance of the Improvements and Tenant's Equipment or any part thereof.

10.3 Recorded Documents. Comply with any instruments of record at the time in force affecting the Leased Premises or any part thereof.

11. Liens. If the Leased Premises, or any part thereof, shall at any time become subject to any claim for vendor's, mechanic's, laborer's or materialmen's lien based upon Tenant's Work, any Alteration or the furnishing of material, labor or professional services to Tenant or the Leased Premises and contracted for by Tenant or its contractors or subcontractors, Tenant shall cause the same, at Tenant's expense, to be discharged or bonded over (pursuant to ARIZ. REV. STAT. § 33-1003 or § 33-1004) within 20 days after notice thereof, and Tenant shall indemnify and hold Landlord harmless from all liability, loss, costs and expenses arising from such a claim for lien.

12. No Claims Against Landlord. Nothing contained in this Lease shall constitute any consent (except where consent is expressly required and given under this Lease) or request by Landlord, express or implied, for the performance of any labor or services or the furnishings of any materials or other property with respect to the Leased Premises or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord, except as any such claim is expressly provided for by statute despite the provisions of this Section. Any labor, services or material furnished to the Leased Premises in connection with the fulfillment of Tenant's obligations hereunder shall be the sole responsibility of Tenant.

13. Indemnification by Tenant. Tenant will protect, indemnify and hold Landlord harmless for, from and against all liabilities, obligations, claims, damages, penalties, causes of action, and proceedings, and all costs, expenses and fees of every kind and nature, including, without limitation, reasonable attorneys' fees, construction cost (except Landlord's improvements) and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted against Landlord or the Leased Premises by reason of the occurrence or existence of any matter or thing caused by Tenant's actions or omissions and relating to this Lease or the Leased Premises during the Lease Term, including but not limited to: (i) any accident, injury to or death of persons (including workers) or loss of or damage to property occurring on or about the Leased Premises or any part thereof; (ii) any condition or use of the Leased Premises or any part thereof; (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof; and (v) all claims for loss or damage to the Leased Premises uncompensated by Tenant's insurance.

14. Utilities. Tenant shall pay prior to delinquency for all water, gas, light, power, telephone, internet, sewage, refrigeration, air conditioning, heat and ventilating, janitorial, and all

other materials and utilities used in connection with or supplied to the Leased Premises during the Lease Term. To the extent not already installed, Tenant, at Tenant's cost, shall have separate meters installed for power, gas, water and other utilities for which separate meters are available, and Tenant solely shall be obligated for all utility connect, disconnect and security deposit charges applicable to the Leased Premises. Landlord shall not be liable for, and Tenant shall not be entitled to any other relief, by reason of the unavailability or limited availability of the foregoing utilities and services.

15. Insurance.

15.1 Landlord's Risks to be Insured. Landlord at its expense shall, during the Lease Term, maintain in full force and effect, primary coverage with respect to the Leased Premises against loss or damage by fire or other risks.

15.2 Tenant's Risks to be Insured. Tenant at its expense during the Lease Term will maintain the following insurance for the Leased Premises with reputable insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

A. Primary coverage insurance with respect to the Improvements against loss or damage by fire and other risks from time to time included under "special cause of loss" policies in an amount on an occurrence basis equal to the replacement value of the Improvements as determined from time to time by the insurer, and in any event in an amount sufficient to prevent Landlord from becoming a co-insurer of any such loss or damage.

B. General commercial public liability and property damage insurance, and together with excess liability insurance coverage, each in the minimum amount of \$1,000,000.00 combined single limit on a per occurrence basis.

C. Appropriate worker's compensation or other insurance against liability arising from claims of workmen in respect of and during the period of any work on or about the Leased Premises.

D. Builders risk coverage during the construction of the Tenant Improvements referred to above.

15.3 Policy Provisions. All insurance maintained by Tenant pursuant to this Section shall:

A. Except for worker's compensation insurance, name Landlord and Tenant as additional insureds, as their respective interests may appear.

B. Provide that all insurance proceeds, if any, from losses shall be adjusted with Landlord and Tenant.

C. Pay any losses notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person or entity relating to any act, omission or other event causing such losses, if reasonably available.

D. Provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by Landlord and Tenant of written notice thereof.

15.4 Deductibles: Delivery of Evidence of Insurance. Except in the case of workers' compensation insurance, any insurance maintained by Tenant pursuant to Section 15 hereof may contain a deductible amount up to and including \$2,500.00 per occurrence. After written request by Landlord, upon the commencement of the Lease Term and thereafter not less than 30 days prior to the expiration date of any policy to be obtained by Tenant pursuant to this Section, Tenant will deliver to Landlord a certificate of the insurer as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

16. Damage To or Destruction of Leased Premises.

16.1 Tenant to Give Notice. In case of any material damage to or destruction of the Leased Premises or any part thereof, Tenant will promptly (and in no event later than the fifth day after such occurrence) give written notice thereof to Landlord generally describing the nature, extent and cause of such damage or destruction.

16.2 Restoration. In case of any damage to or destruction of the Improvements or any part thereof at any time during the Lease Term, Tenant shall, at its cost and expense, promptly commence and complete (subject to unavoidable delays) the restoration, replacement or rebuilding of the Improvements as nearly as possible to its value, condition and character immediately prior to such damage or destruction (such restoration, replacement and rebuilding, together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration").

16.3 Application of Insurance Proceeds. All insurance proceeds received by Landlord or Tenant on account of any damage to or destruction of the Improvements or any part thereof (less the costs and expenses incurred by the Landlord and Tenant in the collection thereof, including, without limitation, adjusters fees and expenses) shall be paid and used only for the Restoration.

17. Eminent Domain.

17.1 Whole or Substantial Taking. If the whole or substantially all of the Leased Premises shall be lawfully taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, this Lease shall terminate on the date of such taking. For purposes of this Section "substantially all of the Leased Premises" shall be deemed to mean such portion of the Leased Premises as, when so taken, would leave remaining a balance of the Leased Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not under economic conditions, applicable zoning laws, building

regulations then existing or prevailing, reasonably accommodate Tenant's business as conducted at the date of such taking and after performance of all covenants, agreements, terms and provisions herein and by law provided to be performed and paid by Tenant.

17.2 Partial Taking. If only a portion of the Leased Premises shall be so taken this Lease shall be unaffected by such taking.

17.3 Award. Landlord shall retain the award in any proceeding with respect to any taking provided for in this Section.

18. Performance on Behalf of Tenant. If Tenant shall fail to make any payment or perform any act required hereunder to be made or performed by Tenant, and provided Landlord has given Tenant 30 days written notice of its intent to do so and Tenant has failed during said period to make such payment or perform the act required to be performed by Tenant, then Landlord may, but shall be under no obligation, to make such payment or perform such act with the same effect as if made or performed by Tenant. Notwithstanding the immediately preceding sentence, Landlord may proceed immediately in the event of an emergency without any notice to Tenant other than bona fide attempts to contact by telephone as soon as reasonably possible under the circumstances Tenant's representative (whom Tenant may change from time to time) whose name and telephone number Tenant has furnished in writing to Landlord prior to such emergency. Entry by Landlord upon the Leased Premises for such purpose shall not waive or release Tenant from any obligation hereunder. Tenant shall reimburse Landlord for all sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with Landlord's payment or performance under this Section, and no such payment or performance by Landlord pursuant hereto, shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due or payable, nor limit any right of Landlord or relieve Tenant from any Default hereunder.

19. Assignments and Subleases. Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance. Landlord's consent shall not be unreasonably withheld if (i) Tenant is not in Default of this Lease; (ii) the Tenant Improvements have been completed and (iii) the financial status, business experience and reputation of the proposed assignee or sublessee is as good or better than that of the original Tenant. Any such assignment for which Landlord has given its consent shall not release Tenant hereunder, and any assignee or sublessee shall expressly be bound by all of the Tenant's obligations hereunder.

20. Events of Default; Termination.

20.1 Events of Default. Any one or more of the following specified events shall be a "Default":

A. If Tenant shall fail to perform or comply with any other obligation of Tenant under this Lease, and such failure shall continue for more than 30 days after notice thereof has been given by Landlord to Tenant, and Tenant shall not, subject to unavoidable delays, within such period commence with due diligence the curing of such default (a "Cure Period"), or, having so commenced, shall thereafter fail or neglect, for

reasons other than unavoidable delays, to prosecute or complete with diligence the curing of such default. In no event shall any such Cure Period exceed 90 days.

B. If Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status.

C. If, as a result of any proceeding against Tenant, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Tenant or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Tenant, shall have been entered, and such decree or order shall have remained in force undischarged or unstayed for a period of more than 60 days.

20.2 Termination. Should a Default occur, Landlord may resort to any or all of the following remedies:

A. Retain or take possession of any property on the Leased Premises pursuant to Landlord's statutory lien, with or without legal process.

B. Enter or re-enter the Leased Premises and remove all persons and property therefrom, with or without legal process.

C. Declare this Lease at an end and terminated.

D. Sue for and receive any and all damages sustained by Landlord, with or without terminating this Lease. Continue this Lease in effect and lease or relet the Leased Premises or any part thereof, from time to time, for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable, with the right reserved to Landlord to make reasonable alterations and repairs to said Leased Premises at Tenant's expense. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

E. Any and all remedies available to Landlord at law or in equity.

20.3 Cumulative Remedies. Each right, power and remedy of Landlord and Tenant provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be, cumulative and concurrent and shall be in addition to every other right, power

or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers or remedies.

20.4 Recovery of Costs and Expenses. If any action, whether at law or equity, is instituted by either party for default by the other under this Lease, the prevailing party shall be awarded all reasonable costs and expenses incident thereto.

21. Estoppel Certificates.

21.1 By Tenant. Tenant will execute, acknowledge and deliver to Landlord, within 30 days of Landlord's written request, a certificate certifying:

A. This Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect, as modified, and stating the modifications).

B. No notice has been received by Tenant of any Default which has not been cured, except as otherwise specified in such certificate.

Any such certificate may be relied upon by any permitted prospective transferee, deed of trust beneficiary or mortgage of Landlord's interest under this Lease.

21.2 By Landlord. Landlord will execute, acknowledge and deliver to Tenant, within 30 days of Tenant's written request, a certificate certifying:

A. That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).

B. Whether or not, to the actual knowledge of Landlord, without investigation, there then exists any Default under this Lease (and if so, specifying the same).

Any such certificate may be relied upon by any permitted prospective assignee to Tenant's interest under this Lease.

22. Subordination and Attornment. Landlord may convey or otherwise dispose of the Leased Premises and Landlord shall have the absolute right to mortgage or encumber by deed of trust the Leased Premises. This Lease, at Landlord's option, shall be subordinate to any mortgage or deed of trust which may be placed on the Leased Premises and to any and all advances made or to be made pursuant to any such mortgage or deed of trust, and to all renewals, replacements and extensions of any such mortgage or deed of trust; provided that each such subordination shall be on the condition that the mortgagee or deed of trust beneficiary and trustee shall execute and deliver to Tenant an agreement ("Nondisturbance Agreement") to the effect

that, so long as a Default caused by Tenant is not occurring hereunder, such mortgagee, beneficiary or trustee will recognize this Lease and not disturb or otherwise interfere with Tenant's leasehold and other rights under this Lease. Subject to the Nondisturbance Agreement, Tenant shall execute and deliver such further instrument evidencing this subordination as Landlord may reasonably request.

23. Right of Entry. Landlord may, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting, repairing or preserving the same, or to show the Leased Premises to prospective purchasers, and in addition may, at any time within the last six months of the then-running Lease Term show the Leased Premises to prospective tenants.

24. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Landlord: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

If to Tenant: The Opportunity Tree
3146 Windsor Avenue
Phoenix, AZ 85008
Attn: Kelli O'Toole, CEO
Email: kotoole@theopportunitytree.org
Phone: (602) 956-0400

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) five business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

25. Surrender. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Leased Premises including all Tenant Improvements in good condition and repair, reasonable wear and tear excepted.

26. No Broker. Landlord and Tenant each represents to the other that there are no broker's commissions due in connection with this Lease.

27. Waiver. Any waiver by Landlord of any Default, breach or failure by Tenant shall not constitute a waiver of any other Default, breach or failure by Tenant hereunder. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.
28. No Partnership. The relationship of the parties hereto is solely that of Landlord and Tenant, and under no circumstances shall the parties hereto be considered as partners or joint venturers.
29. Partial Invalidity. The invalidity or unenforceability of any covenant, term or condition of this Lease shall not affect any other covenant, term or condition of this Lease.
30. Landlord's Conveyance. Landlord may sell, transfer, assign or otherwise dispose of the Leased Premises or this Lease or any part thereof or interest therein, at any time without the consent of Tenant, and upon a sale or disposal of all of its interest in the Leased Premises, Landlord shall be relieved of all obligations hereunder arising after such sale or disposal.
31. Hazardous or Toxic Materials. Tenant shall not introduce any hazardous or toxic materials onto the Leased Premises. In the event of any contamination of property or loss or damage to persons arising from any hazardous or toxic materials introduced by Tenant onto the Leased Premises, whether with or without Landlord's consent, Tenant shall (i) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (iii) indemnify, defend and hold Landlord harmless for, from and against any liabilities, claims, suits, causes of action, costs and expenses, including reasonable attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section shall survive the expiration or earlier termination of this Lease.
32. Holding Over. No holding over by Tenant of the Leased Premises after the expiration of the Lease Term shall operate to extend the Lease Term or this Lease, and Tenant shall indemnify, defend and hold Landlord harmless from all costs and expenses and claims for damages by any other tenant to whom Landlord may have leased to Leased Premises effective upon the expiration of the Lease Term or termination of this Lease.
33. Limitation of Landlord's Liability. If Tenant recovers a money judgment against Landlord, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the Leased Premises or other income from such real property receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of the Leased Premises. Landlord shall not be personally liable for any deficiency.
34. Quiet Title. Provided that Tenant is not in Default under this Lease, Landlord covenants that, from and after the commencement of the Lease Term, Tenant shall not be disturbed or hindered in Tenant's enjoyment of the Leased Premises, and that Landlord shall not interfere with Tenant's business activities involving the Leased Premises.

35. Benefit and Binding Effect. The covenants, terms and conditions of this Lease shall inure to the benefit of and be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

36. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended, waived or discharged only by an instrument in writing signed by the party against which enforcement of such amendment, waiver or discharge is sought.

37. Headings. The headings in this Lease are for purposes of reference only and shall not control, limit or define the meaning or construction of any provision hereof.

38. Time of the Essence. Time is of the essence of this Lease.

39. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Arizona.

40. Conflict of Interest. The Landlord may cancel this Lease pursuant to ARIZ. REV. STAT. § 38-511 without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Lease on behalf of the Landlord is, at any time while the Lease or any extension of the Lease is in effect, an employee of the Tenant in any capacity or a consultant to the Tenant with respect to the subject matter of the Lease. The cancellation shall be effective when written notice from the Landlord is received by the Tenant, unless the notice specifies a later time.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

“Landlord”

CITY OF AVONDALE, an Arizona
municipal corporation


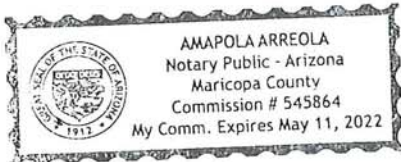


Charles A. Montoya, City Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

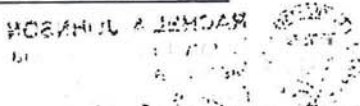
This instrument was acknowledged before me on November 5, 2020,
by Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal
corporation, on behalf of the City of Avondale.



Notary Public in and for the State of Arizona

My Commission Expires:

May 11 2022



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Tenant"

THE OPPORTUNITY TREE,
an Arizona non-profit corporation

By: Kelli O'Toole

Name: Kelli O'Toole

Title: CEO

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 4, 2020,
by Kelli O'Toole as CEO of THE OPPORTUNITY TREE, an
Arizona non-profit corporation, on behalf of the corporation.

Rachel A. Johnson
Notary Public in and for the State of Arizona

My Commission Expires:

12/31/2021



RACHEL A. JOHNSON
Notary Public - Arizona
Maricopa County
Expires 12/31/2021