LEASE
BETWEEN
THE TOWN OF QUARTZSITE, ARIZONA
AND
EVE'S PLACE, INC.

THIS LEASE (this "Lease") is made and entered into as of April 11, 2017, by and between the Town of Quartzsite, an Arizona municipal corporation (the "Town"), and Eve's Place, Inc., an Arizona non-profit corporation (the "Tenant").

RECITALS

A. The Town owns that certain building located on real property located at 465 North Plymouth Avenue, Quartzsite, Arizona 85346.

B. Tenant operates a mobile advocacy program and provides services to victims of domestic, sexual and teen dating violence and desires to lease a building for this purpose.

C. The Town believes it to be a public benefit and in the best interest of its residents to facilitate access to the services offered by Tenant.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Tenant hereby agree as follows:

1. Leased Premises. Town hereby leases to Tenant, and Tenant hereby leases from Town, the building located at 465 North Plymouth Avenue, Quartzsite, Arizona 85346 as depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Leased Premises"), to have and to hold during the Term, as defined in Section 2, below.

2. Rent. In consideration of the public services to be provided by Tenant in the Town, the rent shall be valued at Two Thousand Dollars ($2,000.00) per month or Twenty Four Thousand Dollars ($24,000.00) per year (the "Rent") provided as in kind space to Tenant for the sole use of victim services. The Tenant agree and understand that the reduced Rent under this Lease is contingent upon the Tenant providing the mobile victim services based at the Leased Premises during the entire term of this Lease and compliance with the reporting and other requirements of this Lease.

3. Term; Extension.

3.1 Term. The original term of this Lease shall be for a period of one year commencing on March 1, 2017 and expiring on March 1, 2018 (the "Initial Term"), unless

unless terminated sooner in accordance with Subsection 18.2 of this Lease, and subject to availability and appropriation of funds in each subsequent year of the Initial Term.

3.2 Extension. Provided that no Default (as set forth below in Section 18) shall have occurred during the Initial Term and be continuing at the anniversary of this Lease, Town shall have the option to extend the Lease Term of this Lease for additional, successive one-year terms (each an "Extension Term") if deemed in the best interests of the Town. The Initial Term and the Extension Term (if any) are hereafter referred to as the "Lease Term." Each such extension shall occur upon the Town's written notice to the Tenant given not later than 30 days prior to the end of the then-current Lease Term, unless either party terminates this Lease earlier in accordance with Subsection 18.2. Upon extension or renewal as set forth herein, the terms and conditions of this Lease shall remain in full force and effect.

4. Utilities; Janitorial Services; Additional Charges.

4.1 Utilities and Waste Disposal. Tenant agrees to pay to Town the amount of Eight Hundred Dollars ($800.00) per month for all utilities used by the Tenant or by the Tenant' agents, employees, volunteers, beneficiaries, contractors, and licensees upon the Leased Premises from and after the commencement of this Lease, except that Tenant shall provide for the regular removal of all trash, rubbish and garbage from the Leased Premises resulting from Tenant' activities on the Leased Premises from and after the commencement of this Lease.

4.2 Janitorial Services. Tenant shall perform its own janitorial services for routine maintenance of the Leased Premises at no cost to the Town.

4.3 Additional Charges. Tenant also shall pay from time to time during the Term of this Lease as additional charges ("Additional Charges") all amounts and obligations other than Rent which Tenant herein assume or agree to pay.

5. Leased Premises.

5.1 Use of Leased Premises. Tenant shall use the Leased Premises solely to provide the victim services program thereon. During the Lease between the Town of Quartzsite and Eve's Place, Inc., the Leased Premises will not be used for a domestic shelter or childcare facility. Town makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or availability for any particular use. 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.

5.2 Hours of Operation. Tenant shall designate the hours of operation and post said hours outside and in view of all guests to the building. Tenant shall not permit guests to enter the Leased Premises at times other than specified in the hours of operation. Tenant shall also require guests on the Leased Premises to conduct themselves in a manner that does not disturb the peaceful and quiet enjoyment of the residents who live in the neighborhood or create nuisances as prohibited by the Town Code.

5.3 Parking. Tenant shall share the parking lot immediately adjacent to the Leased Premises. Tenant shall be provided with the four spaces located against the sidewalk closest to the leased building to store agency owned vehicles.

5.4 Quarterly Reporting. Tenant shall report to the Town Manager each quarter, commencing on June 1, 2016 and continuing throughout the Lease Term, a report describing the number of clients served by the victim services program, hours of service provided, and other information requested by the Quartzsite Town Manager.

6. Existing Conditions; Maintenance and Repairs.

6.1 As-is Condition. Tenant have inspected and is fully familiar with the physical condition of the Leased Premises and accepts the Leased Premises in an "as-is, where-is" condition. Town agrees to provide for the repair of the building, heating/cooling, plumbing and electrical fixtures. If repairs are over the budgeted amount, Tenant can be asked to assist with the cost of repairs.

6.2 Care of Premises. Tenant, at Tenant' sole cost and expense, agree to keep the Leased Premises in a neat and clean condition, shall refrain from permitting any nuisance or fire hazard therein, shall permit no unlawful or immoral practice to be carried on within the Leased Premises within its knowledge or consent by it or any person and shall at all times comply in its occupancy and use of the Leased Premises with all Town and county ordinances and with all State and Federal laws and regulations relating thereto.

7. Tenant's Equipment. All of Tenant' personal property, fixtures and equipment hereafter in or about the Leased Premises or any part thereof, which are the property of the Tenant or any permitted sublessee or assignee of Tenant (the "Tenant's Equipment") shall remain the property of Tenant, provided that:

7.1 Removal; Repair. 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.

7.2 Abandoned Equipment. 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 Town without any further notice to Tenant, and without obligation to account therefor; provided, however, that after such 30th day, Tenant will pay Town, upon demand, all reasonable costs and expenses incurred by Town 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. Town shall not be responsible for any loss of or damage to Tenant's Equipment.

8. Alterations and Additions. 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:

8.1 Consistency with Lease Purpose. All Alterations shall be consistent with the victim's services center.

8.2 Prior Consent. No Alteration shall be made without the prior, written consent of Town, which consent shall not be unreasonably withheld or delayed if the Alteration would not materially and adversely affect the Leased Premises.

8.3 Requirements. The provisions and conditions of Section 9 hereof shall apply to any work performed by Tenant under this Section 8.

8.4 No Reimbursement. Tenant hereby expressly agree and understand that it shall not be entitled to any reimbursement from the Town for the cost of any portion of such Alterations.

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

9.1 Legal and Insurance. 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").

9.2 Permits and Licenses. 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 Alterations and Tenant's Equipment or any part thereof.

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

10. Liens. If the Leased Premises, or any part thereof, shall at any time become subject to a claim for any vendor's, mechanic's, laborer's or materialmen's lien based upon 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' 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 Town harmless from all liability, loss, costs and expenses arising from such a lien.

11. No Claims Against Town. Nothing contained in this Lease shall constitute any consent (except where consent is expressly required and given under this Lease) or request by Town, express or implied, for the performance of any labor or services or the furnishings of any materials or other property in respect of 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 Town, 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' obligations hereunder shall be the sole responsibility of Tenant.

12. Indemnification by Tenant. Tenant will protect, indemnify and hold Town 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 and all other expenses arising from or incurred in connection with or imposed upon or incurred by or asserted against Town or the Leased Premises by reason of the occurrence or existence of any matter or thing relating to this Lease or the Leased Premises during the Lease Term, unless resulting from the negligent or willful acts or omissions of Town, 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' insurance.

13. Insurance.

13.1 Town's Risks to be Insured. Town 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.

13.2 Tenant' Risks to be Insured. Tenant at its expense during the Lease Term will maintain the following insurance for the Leased Premises with reputable insurers authorized to do business in Arizona and rated at least A- by A.M. Best Company:

A. 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.

B. Appropriate workers' 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.

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

A. Except for workers' compensation insurance, name Town 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 Town and Tenant.

C. Pay any losses notwithstanding any act or failure to act or negligence of Town 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 Town and Tenant of written notice thereof.

13.4 Deductibles; Delivery of Evidence of Insurance. Except in the case of workers' compensation insurance, any insurance maintained by any Tenant pursuant to this Section 13 may provide coverage that contains deductible amounts. Such deductibles shall not be applicable with respect to the policy limits provided to the Town. Tenant shall be solely responsible for any such deductible amount. After written request by Town, 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 Town a certificate of the insurer and a copy of the declaration page(s) of the insurance policies as required by this Lease, as to the issuance and effectiveness of such policy and the amount of coverage afforded thereby.

14. Storage and Use of Regulated Products. Tenant shall not, and shall not permit any of Tenant's agents, employees, volunteers, beneficiaries, contractors, subtenants, and licensees to, store or use any hazardous materials, fuels or other petroleum products, chemicals, herbicides, pesticides, fertilizers, paint or other such regulated projects on the Leased Premises without the prior written approval of the Town. 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 Town's consent, Tenant shall (i) notify Town immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Town, clean up the contamination in a full compliance with all applicable statutes, rules and regulations and (iii) indemnify, defend and hold Town harmless 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.

15. Damage to or Destruction of Leased Premises.

15.1 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 Town generally describing the nature, extent and cause of such damage or destruction.

15.2 Restoration. In case of any damage to or destruction of the Leased Premises 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 of the Lease Improvement as nearly as possible to its value, condition and character immediately prior to such damage or destruction (such restoration together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration").

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

16. 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 Town has given Tenant 30 days written notice of its intent to do so and Tenant have failed during said period to make such payment or perform the act required to be performed by Tenant, then Town 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, Town 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' representative (whom Tenant may change from time to time) whose name and telephone number Tenant have furnished in writing to Town prior to such emergency. Entry by Town upon the Leased Premises for such purpose shall not waive or release Tenant from any obligation hereunder. Tenant shall reimburse Town for all sums so paid by Town and all costs and expenses incurred by Town in connection with Town's payment or performance under this Section, and no such payment or performance by Town 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 Town or relieve Tenant from any Default hereunder.

17. Assignments and Subleases. Tenant may not sublet or assign the Leased Premises, or any part thereof, without the prior written consent of Town. Town's consent Any such assignment for which Town has given its consent shall not release Tenant hereunder, and any assignee or sublessee shall expressly be bound by all of the Tenant' obligations hereunder.

18. Events of Default; Termination.

18.1 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 obligation of Tenant under this Lease, and such failure shall continue for more than 30 days after notice thereof has been given by Town to Tenant, and Tenant shall not, subject to unavoidable delays, within such period commence with due diligence the curing of such default, 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.

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 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.

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

A. Retain or take possession of any property on the Leased Premises pursuant to Town'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 Town, 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 Town in its reasonable discretion may deem advisable, with the right reserved to Town to make reasonable alterations and repairs to said Leased Premises at Tenant' expense. No such re-entry or taking possession of the Leased Premises by Town 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, Town may at any time thereafter elect to terminate this Lease for such previous breach.

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

18.3 Cumulative Remedies. Each right, power and remedy of Town 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 Town 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 Town of any or all such other rights, powers or remedies.

18.4 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 costs and expenses incident thereto.

18.5 No Relocation Benefits. Upon termination of this Lease, Tenant acknowledge and agree that it is not entitled to receive any relocation benefits or assistance under federal and state relocation laws and regulations and shall make no claim for such relocation benefits.

19. Subordination and Attornment. Town may convey or otherwise dispose of the Leased Premises and Town shall have the absolute right to mortgage or encumber by deed of trust the Leased Premises. This Lease, at Town'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' leasehold and other rights under this Lease. Subject to the Nondisturbance Agreement, Tenant shall execute and deliver such further instrument evidencing this subordination as Town may reasonably request.

20. Right of Entry. Town 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 (6) months of the then-running Lease Term show the Leased Premises to prospective purchasers.

21. 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 Town: Town of Quartzsite
465 North Plymouth Avenue
Post Office Box 2812

Quartzsite, Arizona 85346
Attn: Town Manager

If to Tenant: Eve's Place, Inc.
8877 N. 107th Ave., Ste. 302-497
Peoria, Arizona 85345
Attn: Laura Horsley

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.

22. 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 Alterations in good condition and repair, reasonable wear and tear excepted.

23. No Broker. Town and Tenant each represent to the other that there are no broker's commissions due in connection with this Lease.

24. Waiver. Any waiver by Town 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 Town unless such waiver be in writing by Town.

25. No Partnership. The relationship of the parties hereto as solely that of Town and Tenant and under no circumstances shall the parties hereto be considered as partners or joint venturers.

26. Severability. Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

27. Town's Conveyance. Town 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, Town shall be relieved of all obligations hereunder arising after such sale or disposal.

28. 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 Town harmless from all costs and expenses and claims for damages by any other tenant to whom Town may have leased to Leased Premises effective upon the expiration of the Lease Term or termination of this Lease.

29. Limitation of Town's Liability. If Tenant recover a money judgment against Town, 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 Town or out of the consideration received by Town from the sale or other disposition of all or any part of the Leased Premises. Town shall not be personally liable for any deficiency.

30. Quiet Title. Provided that Tenant are not in Default under this Lease, Town covenants that, from and after the commencement of the Lease Term, Tenant shall not be disturbed or hindered in Tenant' enjoyment of the Leased Premises, and that Town shall not interfere with Tenant' business activities involving the Leased Premises.

31. Benefits and Burdens. The covenants, terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

32. Attorney's Fees. In the event of any litigation or arbitration arising out of this Lease, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

33. 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.

34. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

35. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Lease.

36. 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.

37. Time of the Essence. Time is of the essence with respect to the performance of each and every term, condition and obligation of this Lease.

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

39. Conflict of Interest. The Town 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 Town 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 Town 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.

"Town"

TOWN OF QUARTZSITE,
an Arizona municipal corporation

Jim Ferguson, Town Manager

ATTEST:

Tina M. Abriani

Tina Abriani, Town Clerk

APPROVED AS TO FORM:

Susan D. Goodwin, Gust Rosenfeld
Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF LA PAZ)

On APRIL 19, 2017, before me personally appeared Jim Ferguson, the Town Manager of the TOWN OF QUARTZSITE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Quartzsite.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

TINA M. ABRIANI
Notary Public - Arizona
La Paz County
My Comm. Expires Jun 5, 2018

Tina M. Abriani

Notary Public

SDG:sdg 2633958.5 4/3/2017

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

"Town"

TOWN OF QUARTZSITE,
an Arizona municipal corporation

_____
Jim Ferguson, Town Manager

ATTEST:

_____
Tina Abriani, Town Clerk

APPROVED AS TO FORM:

_____
Susan D. Goodwin, Gust Rosenfeld
Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF LA PAZ)

On _____, 2017, before me personally appeared Jim Ferguson, the Town Manager of the TOWN OF QUARTZSITE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Quartzsite.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

_____
Notary Public

(Affix notary seal here)

SDG:sdg 2633958.5 4/3/2017

"Tenant"

EVE'S PLACE, Inc., an Arizona
non-profit corporation

By: Laura Horsley

Name: Laura Horsley

Title: Chief Executive Officer

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 1 day of July, 2017, before me personally appeared _____, the _____ of EVE'S PLACE, INC., an Arizona non-profit corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attached document on behalf of EVE'S PLACE, INC.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Velda K King
Notary Public

(Affix notary seal here)

VELDA KAY KING
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 8, 2017

SDG:sdg 2633958.5 4/3/2017

ADDENDUM

Tenant shall be responsible for costs of telephone, internet and any other telecommunications or cable services.