STANDARD OFFICE FULL SERVICE LEASE AGREEMENT

The date of this lease ("Lease") is April 12, 2013.

1. **FUNDAMENTAL INFORMATION.**

1.1. Landlord is 2222 Craycroft, LLC, a(n) Arizona limited liability company whose address is C/O Vast Commercial PO Box 14980 Tucson, AZ 85732.

1.2. Tenant is Rising Schools, Inc., a(n) Arizona non-profit corporation, whose address is 2222 N. Craycroft Ste. 116 Tucson, AZ 85712.

1.3. The term of this Lease is for five (5) year one (1) month plus the unexpired portion of any month during which the term commences if the Commencement Date (as defined herein) is not the first day of the month, unless sooner terminated pursuant to any provision hereof. Prior to the Commencement Date, Landlord shall complete, at Landlord's sole cost and expense, the improvements to the Premises detailed in and in accordance with Exhibit "B" attached hereto and made a part hereof ("Tenant Improvements").

1.4. The monthly base rental rate during the lease term is as follows:

August 1, 2013	to	August 31, 2013	$ 0.00
September 1, 2013	to	August 31, 2014	$ 3,584.00
September 1, 2014	to	August 31, 2015	$ 3,691.52
September 1, 2015	to	August 31, 2016	$ 3,802.27
September 1, 2016	to	August 31, 2017	$ 3,916.34
September 1, 2017	to	August 31, 2018	$ 4,033.83

1.5. The Premises commonly known as 2222 N. Craycroft Road, Suites 112 and 116 is approximately 3,072 rentable square feet. All dimensions and areas quoted herein or in any exhibit attached hereto are approximate and are based on rentable area.

1.6. Tenant's Percentage is 7.6% (3,072/40,668sf).

1.7. Tenant's security deposit is equal to first month's rent.

1.8. Payable at time of Lease Execution: security deposit and first month's rent.

1.9. **Tenant's use of the Premises shall be a charter school and administration offices.**

2. **PREMISES.** Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the term, at the rental, and on all the terms, covenants and conditions of this Lease. The Premises are a part of the real property located at 2222 N. Craycroft Road, Suites 112 and 116 Tucson, AZ 85712 (the "Property").

3. **OCCUPANCY.**

3.1. **COMMENCEMENT DATE.** The commencement date of the lease term ("Commencement Date") shall be August 1, 2013. Notwithstanding the Commencement Date, if for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant; provided, however, that if Landlord shall not have delivered possession of the Premises within sixty (60) days from the Commencement Date and such delay is absent of force majeure, Tenant may, at Tenant's option, by notice in writing to Landlord within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Landlord, by reason of force majeure, cannot deliver the Premises within ninety (90) days from the Commencement Date, Landlord or Tenant may, at their respective options, by notice in writing within ten (10) days thereafter, cancel this Lease.

3.2. **EARLY OCCUPANCY AND HOLDING OVER.** Landlord shall permit Tenant to take early possession of the space immediately. Tenant shall not be liable to pay Base Rent during the Early Occupancy Period; however, Tenant shall be responsible to comply with all other terms and conditions of this Lease Agreement. If Tenant remains in possession of the Premises after this Lease terminates without Landlord's written consent, Tenant's occupancy shall be a tenancy from month-to-month subject to all provisions of this Lease and Tenant shall pay rent for each month in the amount of 125% of the monthly rent which applied to the last month of the term plus all other charges payable under this Lease.

3.3. **FAILURE OF TENANT TO TAKE POSSESSION.** Tenant's inability or failure to take possession of the Premises when delivered by Landlord shall not delay the commencement of the term of this Lease or Tenant's obligation to pay rent.

4. **RENT.** Tenant shall pay to Landlord without notice or demand, at the address Landlord may notify Tenant in writing from time to time, the rent specified in **Paragraph 1.4** above, as adjusted pursuant to the provisions of this Lease, in advance, on the first day of each month, commencing on the Commencement Date; provided, however, that if the Commencement Date occurs on a day other than the first day of the month, Tenant shall pay to the Landlord, on the Commencement Date, the *pro rata* amount of monthly rent from the Commencement Date to the end of that month and on

the first day of each succeeding month thereafter the monthly installments of rent shall be paid. In addition, and together with each monthly installment of rent, Tenant shall pay to Landlord all rental, sales, excise or use taxes measured or imposed upon rent or the receipt of rent. The term "rent" as used herein, unless otherwise specified, shall refer collectively to monthly base rent and any other sums required to be paid by Tenant to Landlord hereunder. Rent shall be paid without deduction, offset, prior notice or demand to Landlord. Landlord's acceptance of any rent payment that is for less than the entire amount then currently due hereunder shall be only as an acceptance on account and shall not constitute an accord and satisfaction or a waiver by Landlord of the balance of the rent due or a waiver of any of the remedies available to Landlord by reason of Tenant's continuing default hereunder.

4.1 **OPTION TO RENEW.** Provided Tenant is not in default hereunder, Landlord hereby grants Tenant the option to renew this Lease for an additional five (5) year term upon the same terms and provisions herein set forth provided that Tenant provide Landlord with written notice of such election to exercise such option no later than one hundred eighty (180) days prior to the expiration of the initial term, i.e., 180 days prior to August 31, 2018. The monthly rent for each twelve (12) month period of the renewal term, beginning September 1, 2018 shall be increased three percent (3%) for each twelve (12) month period from the monthly rent due during the preceding twelve (12) month period as set forth below:

September 1, 2018	to	August 31, 2019	$ 4,154.850
September 1, 2019	to	August 31, 2020	$ 4.279.50
September 1, 2020	to	August 31, 2021	$ 4,407.87
September 1, 2021	to	August 31, 2022	$ 4,540.11
September 1, 2023	to	August 31, 2024	$ 4,676.31

~~*4.1.* **ANNUAL ADJUSTMENT TO RENT.** The monthly rent shall be increased annually to reflect the increase of three (3%) per cent annually. The monthly rent increase shall occur each year on the first day of the month during which the Commencement Date falls, by adding three (3%) per cent to the base monthly rent for the previous month. The adjusted monthly base rental shall become the base rental for the next twelve (12) month period.~~

4.2. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord upon execution hereof the Security Deposit specified in **Paragraph 1.7** above as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may immediately use, apply or retain all or any portion of said deposit for the payment of any such unpaid rent or other charge or for the payment of any other sum for which Landlord may become obligated by reason of Tenant's default or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within five (5) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount hereinabove stated and Tenant's failure to do so shall be a material breach of the Lease. Landlord shall not be required to keep said deposit separated from its general accounts. Any interest generated from said deposit shall accrue to the benefit of Landlord. If, after the expiration of the Lease term Tenant has performed all of Tenant's obligations hereunder, said deposit, or so much thereof as has not therefore been applied by Landlord, shall be returned within a reasonable time, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option. to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises. This paragraph shall be construed as cumulative of and not in conflict with Landlord's rights under **Paragraph 13** of this Lease.

4.3. **OPERATING EXPENSE INCREASES.** Tenant shall reimburse Landlord, as additional rent, Tenant's Percentage of the increase, if any, of the Operating Expenses (as defined below) for any calendar year (or portion thereof) during the term of this Lease over the Base Year. The "Base Year" for purposes of this subparagraph 4.3 shall be that calendar year in which the Property is at first at least ninety percent (90%) occupied. . The Operating Expenses incurred during the Base Year shall be deemed the Base Year Expenses. The term "Operating Expenses" shall include all operating costs incurred by Landlord in owning, maintaining and operating the Property including without limitation the following costs. (1) utilities and trash removal; (2) cleaning, repair and maintenance of the Property including the parking lots, Common Area (as defined in **Paragraph 5**), landscaping, buildings and roofs; (3) landscaping services; (4) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Property); (5) supplies consumed in the operation and maintenance of the Property; (6) management of the Property, whether managed by Landlord or an independent contractor (including without limitation, an amount equal to the fair market value of any on-site manager's office); (7) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (8) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy or water conservation or life safety purposes, or (ii) made by Landlord to reduce Operating Expenses; (9) any preventive maintenance service or repair of mechanical equipment serving the Property, including, without limitation, heating, ventilation and air conditioning equipment; and (10) any other costs or expenses reasonably incurred by Landlord in connection with the Property and not otherwise reimbursed by tenants of the Property. Operating Expenses shall not include Real Property Taxes described in **Paragraph 9**, leasing costs and tenant improvement costs, or services not uniformly available to or performed for substantially all tenants of the Property. If less than 90% of the Rentable Area of the Property is occupied after the Base Year, the Operating Expenses for the Base Year and/or any subsequent year shall be adjusted to reasonably approximate the operating costs which would have been incurred if the Property had been 90% occupied.

After the end of each calendar year following the Base Year, Landlord shall submit to Tenant a statement prepared by Landlord showing the total amount expended by the Landlord for Operating Expenses and showing the Base Year Operating Expenses. Tenant's share of any increase in Operating Expenses over the Base Year Expenses shall be paid to the Landlord by the Tenant within ten (10) days after the receipt of the statement. The statement shall itemize the costs and expenses and the amount of the increase in reasonable detail. If this Lease terminates other than at the end of a calendar year, the costs and expenses shall be prorated for that portion of the calendar year prior to such termination. Within ten (10) days after Tenant's written request, Landlord shall provide Tenant with copies of such records, invoices, and other written proof of expenditures upon which Landlord relied to prepare the statement comparing the total amount expended by the

Landlord for Operating Expenses against the Base Year Operating Expenses. If the amount of Operating Expenses charged to Tenant by Landlord exceeds the amount which, after Tenant's review, should have been charged to Tenant, then Landlord shall reimburse Tenant for such over-payment within ten (10) days after the receipt of Tenant's statement substantiating such overpayment.

Landlord's failure to notify Tenant within six (6) months after the time period referenced above to pay its proportionate share of the operating expenses specified in subparagraphs 4.3 shall serve as a waiver by Landlord of these amounts

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5. **COMMON AREA.** The term "Common Area" means all areas and facilities of the Property that are provided for the general use and convenience of Tenant and other tenants of the Property and their invitees. Common Area includes without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, common restrooms and hallways, and parking areas. The Tenant and its invitees are granted the non-exclusive right to use the Common Area with others who are entitled to use the Common Area subject to the following.

PARKING. Provided Tenant is not in default hereunder, Tenant shall have the non-exclusive right to use the parking areas on the Property during the term of this Lease, for automobile parking and access purposes, subject to the full and complete right of Landlord to designate certain reasonable areas exclusively for tenant parking and invitee/customer parking and to adopt reasonable rules and regulations regarding all tenants' use and enjoyment thereof. Tenant shall also have the exclusive right to use three (3) designated covered parking spaces located at the east end of the Property during the initial term and any renewal term of this Lease, Tenant agrees to cooperate with the Landlord and other tenants in the use of the parking facilities. No delay or failure by Landlord to enforce its parking rules and regulations or its other rights hereunder, and no waiver by Landlord of any breach thereof, shall be deemed to be a waiver of any succeeding breach or prevent any subsequent or other enforcement thereof by Landlord.

5.1. **RULES AND REGULATIONS.** Landlord shall have the right from time to time to establish and modify reasonable rules and regulations applicable for all tenants, employees, invitees, customers and guests concerning Landlord's maintenance and management and/or all tenants' use and enjoyment of the Common Area, and to make necessary, reasonable or desirable changes in and to the Common Area; provided, however, that none of the rules and regulations shall materially alter, affect or modify any of the terms and conditions of this Lease, and no change or alteration in the Common Area shall unreasonably impair or impede the use and enjoyment by the Tenant of the Premises and the Common Area. The rules and regulations in effect at the time this Lease is executed are attached hereto as **Exhibit "A"** and made a part hereof.

5.2. **MAINTENANCE AND REPAIR OF COMMON AREA.** Landlord shall keep the Common Area in good condition and repair at all times during the term of this Lease.

5.3. **REPAIRS AND ALTERATIONS.** Landlord reserves the right to close the Common Area to make necessary repairs and alterations; provided, however, that, except in the event of an emergency, Landlord shall give Tenant reasonable notice of Landlord's intent to close the Common Area which directly affect the Premises. Landlord will use its best efforts to cause repairs and alterations to be made in a manner that will minimize interference with Tenant's business, its use and occupancy of the Premises and its ingress to and egress from the Property.

6. **USE.** Tenant shall use the Premises for the purpose set forth in **Paragraph 1.9.** above and no other use without Landlord's prior written consent.

6.1. **CONTINUOUS USE.** Tenant shall not leave the Premises unoccupied or vacant for more than thirty (30) consecutive days but shall occupy continuously during the entire term of this Lease.

6.2. **COMPLIANCE WITH LAW.** Tenant shall at its own expense comply promptly with all municipal, county, state and federal statutes, ordinances, rules, regulations, orders and requirements regulating Tenant's use of the Premises in effect during all or any part of the term. Tenant shall not use or permit the use of Premises in any manner that tends to cause waste, nuisance, increase in insurance premiums, or unreasonable annoyance including, without limitation, the use of loudspeakers or sound or light apparatus (other than Common Area lighting now existing or repaired or replaced by Landlord) that can be seen or heard outside the Premises. If any of Tenant's machines or equipment disturb any other tenant in the Property, then Tenant shall provide adequate insulation, or take such other action as may be necessary to eliminate the noise or disturbance. Tenant shall indemnify, defend and hold harmless Landlord from and against any claim, liability, expense, lawsuit, loss or other damage, including reasonable attorneys' fees, arising from or relating to Tenant's use of the Premises or Tenant's activities within the Property.

6.3. **INSTALLATION.** The installation and location of all machinery, electric wiring, and plumbing shall be subject to the prior written approval of Landlord, but does not include normal computers, phones or IT equipment.

6.4. **CONDITION OF THE PREMISES.** Tenant, upon execution of this Lease, agrees to accept the Premises in their condition existing upon the execution of this Lease (reasonable or normal punch list items excepted), subject to Landlord's completion and Tenant's approval of the Tenant Improvements and all applicable zoning and other laws governing the use of the Premises and all of the matters of record. Tenant acknowledges that neither Landlord nor its agent(s) has made any representations to Tenant respecting the condition of the Premises or the Property except as set forth in this paragraph.

6.5. **ADVERTISING AND SIGNS.** Tenant shall not place or permit to be placed any sign, advertisement, or any object on the Property or on the exterior walls of the Premises or the windows, or doors of the Premises, or in the Common Area, nor make any change thereto without the prior written consent of Landlord. If Tenant shall so place or permit to be placed any sign, advertisement, or any object without Landlord's consent, Landlord may reenter the Premises and remove the same at Tenant's expense and without notice or obligation to the Tenant. At the termination of this Lease, Tenant shall remove all signs of any nature placed on the Property and shall leave the Property free of any signs placed by Tenant. Any damage to the Premises or the Property caused by the installation, maintenance or removal of Tenant's signs shall be repaired at Tenant's sole cost and expense. Notwithstanding the foregoing, Landlord shall: (a) provide, prior to the Commencement Date, and at Landlord's sole cost and expense, (i) a "Building Standard" sign for Tenant only adjacent to

the primary entrance to the Premises off of E. Hampton Street and (ii) signage for the all tenants of the Property at Craycroft Road, subject to the City of Tucson and Tenant approval; and (b) allow Tenant to install a banner on the building facing Craycroft Road announcing the arrival of Tenant to the Property..

6.6. **HAZARDOUS MATERIALS.** Except in de minimis amounts commonly used in general office and cleaning, Tenant agrees not to introduce any matter which has been determined by any governmental entity to be capable of posing a risk of injury to health, safety or property ("Hazardous or Toxic Material") to the Premises or Property without the prior written consent of Landlord. If Tenant obtains such consent, Tenant shall comply with all existing and any hereafter enacted laws or orders regulating the use, storage, disposal and clean-up of such Hazardous or Toxic Material. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, demands, judgments, damages, liabilities, costs and expenses of any kind whatsoever in connection with or arising out of any storage, use, disposal, discharges or clean-up of any Hazardous or Toxic Material due to, contributed to, or caused by Tenant, its principals, employees, contractors, customers, clients or invitees. Tenant shall surrender the Premises free of any Hazardous or Toxic Materials and in a condition which complies with all governmental statutes, ordinances and policies. Tenant's obligations with respect to any Hazardous or Toxic Material shall survive the expiration or other termination of this Lease.

7. **MAINTENANCE, REPAIRS AND ALTERATIONS.**

7.1. **TENANT'S OBLIGATIONS.** By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in a good and sanitary order, condition and repair (reasonable punch list items excepted). Tenant shall maintain and repair the Premises, the improvements, equipment and personal property located within the Premises in good condition and repair. Tenant shall be liable for any damage to the Property (including buildings, Common Area, fixtures, equipment and personal property) resulting from the intentional or negligent act or omission of Tenant, its employees, agents and contractors. Tenant shall, upon the termination of this Lease, surrender the Premises to Landlord in good condition and repair, broom clean. Tenant shall, at its own expense, repair any damage caused by the removal of its trade fixtures, furnishings and equipment and shall patch and fill holes and repair any damage caused by the removal. Any damage to adjacent premises or to the Property caused by the Tenant shall be repaired at the sole cost and expense of Tenant.

7.2. **LANDLORD'S OBLIGATIONS.** Subject to the provisions of **Paragraph 15**, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees or invitees, and subject to Landlord's obligation to perform those activities upon which Operating Expenses shall be based, Landlord shall maintain, in good condition, the following.

(a) The structural part of the building and other improvements in which the Premises are located, including the foundation, exterior walls (excluding glass and doors), sub-flooring and roofs (including skylights). Landlord shall have no obligation to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof, except as may be set forth in **Exhibit B** hereto.

(b) The unexposed electrical, plumbing and sewer system, including, without limitation, those lying outside the Premises.

(c) Window frames, gutters and down spouts that are part of the Premises.

(d) The Common Area.

(e) The heating, ventilation and air conditioning equipment serving the Premises, unless such maintenance or repair is caused by the act or neglect of the Tenant.

Landlord shall not be liable for any failure to make repairs or to perform any maintenance, unless such failure shall persist for an unreasonable time after written notice of the need for said repairs and maintenance is given to the Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of or failure to perform any repairs, alterations or improvements in or to any portion of the Premises, the Property, or to fixtures, appurtenances and equipment therein. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease or its obligation hereunder because of Landlord's failure to keep the Premises or any other portion of the Project in good condition.

7.3. **FAILURE TO PERFORM.** If Tenant fails to perform its obligations under this **Paragraph 7**, Landlord may, at its option, enter the Premises and correct the condition after ten (10) days written notice to Tenant or immediately if the condition affects health or safety. Tenant shall pay Landlord's reasonable cost of the repair immediately upon demand together with interest at the rate of ten percent (10%) per annum from the date Landlord performed the repair and until the amount is paid.

7.4. **ALTERATIONS.** Tenant shall make no alterations, additions or improvements in or to the Premises (excluding normal computers, phones or IT equipment) without Landlord's prior written consent which consent shall not be unreasonably withheld, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such time and in such manner as Landlord may from time to time designate. All work done by or pursuant to the direction and instruction of Tenant shall be performed at Tenant's own expense in full compliance with all laws, ordinances, regulations and requirements of all governmental agencies having jurisdiction. Before commencing any work, Tenant shall give Landlord at least five (5) days written notice of the proposed commencement of such work and shall, if required by Landlord, secure at Tenant's own cost and expense, a completion and lien indemnity bond, satisfactory to Landlord for said work. Upon the expiration or sooner termination of the term, Tenant shall, upon written demand by Landlord, at Tenant's own expense, remove any alteration, addition or improvement made By Tenant and designated by Landlord to be removed, and repair any damage to the Premises caused by such removal.

7.5. **LIENS.** Tenant shall keep the Premises, the building and the Property free from any liens arising out of the work performed, materials furnished, or obligations incurred by Tenant. Tenant further covenants and agrees that should any mechanic's lien be filed for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, said lien will be discharged within (10) days after the filing thereof, at the cost and expense of Tenant.

8. **SERVICES AND UTILITIES.** Tenant is responsible for the electric and gas utilities to the Premises. Landlord shall furnish water to space the cost of which shall be included in the Operating Expenses. Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rental by any reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing. Wherever heat generating machines or equipment are used in the Premises which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right to install supplementary air conditioning units or other equipment in the Premises and the cost thereof, including the cost of installation and cost of operation and maintenance thereof, shall be paid by Landlord.

Tenant shall pay to Landlord the cost of removal of any of Tenant's refuse to the extent that the same exceeds the refuse usually attendant upon the use of the Premises as offices.

Landlord shall furnish elevator service (as applicable), lighting replacement for exterior building standard lights, common restroom supplies, and exterior window washing in a manner similar to that customarily furnished to comparable office buildings in the area, the costs of which shall be included in the Operating Expenses.

9. **REAL PROPERTY TAXES.** Tenant shall pay Tenant's Percentage of the increase of all real property taxes, general and special assessments levied and assessed against the Property over the real property taxes, general and special assessments levied or assessed against the Property for the Base Year. The "Base Year" for purposes of this Section 4.3 shall be 2013. Landlord shall notify Tenant of Landlord's calculation of Tenant's share of the real property taxes, and together with such notices, shall furnish Tenant with a copy of the tax bill. Tenant shall pay its share of the real property taxes semi-annually not later than ten (10) days before the taxing authority delinquency date (November 1st and May 1st) or ten (10) days after receipt of the tax bill, whichever is later. If the final year of this Lease is less than a full calendar year, the real property taxes shall be prorated to reflect the portion of such calendar year that this Lease is in effect.

9.1. Tenant shall pay before delinquent all taxes levied against trade fixtures, furnishings, equipment, improvements and all other personal property located on or about the Premises. Tenant shall attempt to have the trade fixtures, furnishings, fixtures, equipment and all other personal property assessed separately from the real property and billed directly to Tenant. If any personal property is assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to the personal property within thirty (30) days after demand by Landlord containing a written statement showing the taxes on the personal property.

9.2. Tenant agrees to pay all taxes except income tax which may be levied or assessed upon any rent payment made by Tenant to Landlord.

9.3. Landlord's failure to notify Tenant within six (6) months after the time period referenced above to pay its proportionate share of the taxes specified in **subparagraphs 9.1 and 9.2** shall serve as a waiver by Landlord of these amounts.

10. **INSURANCE.**

10.1. **LIABILITY INSURANCE.** Tenant, at its expense, shall obtain and keep in force during the term of this Lease, a policy of comprehensive public liability insurance, insuring Landlord and Tenant against liability arising out of the use or occupancy of the Premises. Such insurance shall provide for a limit of liability of not less than ONE MILLION DOLLARS ($1,000,000.00) for injury to or death of one (1) person in any one (1) accident or occurrence and not less than ONE MILLION DOLLARS ($1,000,000.00) for property damage. The limits of insurance coverage shall not be deemed to limit the liability of Tenant under this Lease. Each such policy shall name Landlord as an additional insured.

10.2. **PROPERTY INSURANCE.** Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Property from all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils ("all risk"). This insurance however shall not necessarily extend to any fixtures, equipment or personal property of Tenant located on the Property or within the leased Premises.

10.3. **INSURANCE POLICIES.** The insurance required to be obtained and maintained by both Landlord and Tenant shall be placed with companies of an "A" rating or better. Tenant shall deliver to Landlord certificates evidencing the existence and limits of the insurance required under **Paragraph 10.1.** The policies shall provide that they may not be canceled or modified or have coverage reduced without ten (10) days prior written notice to the Landlord. Tenant shall not do or permit anything to be done which would invalidate the insurance policies and shall reimburse Landlord for any additional premium Landlord is required to pay as a result of any act of Tenant or Tenant's use of the Premises.

10.4. **WAIVER OF SUBROGATION.** Landlord and Tenant each waive any and all rights of recovery against the other or against employees, agents, servants, and representatives of the other for loss or damage to its property or the property of others under its control to the extent that such loss or damage is cover by any insurance policy in force at the time of the loss or damage. Landlord and Tenant shall, upon obtaining the policies of insurance required under this **Paragraph 10**, give notice to the insurance carriers that this mutual waiver of subrogation is contained in this Lease and shall obtain the consent of each carrier.

11. **TENANT'S FIXTURES.** Upon expiration or termination of this Lease, Tenant may remove its unattached, movable, trade fixtures and equipment, if not in default and shall, if so requested by Landlord, remove all fixtures and equipment installed on the Premises by Tenant, whether or not such fixtures and equipment are fastened to the building or other improvements located upon the Premises and regardless of the manner in which they are so fastened; provided, however, that Tenant shall fully repair damages of any kind occasioned by the removal of any such fixtures or equipment and shall leave the Premises and Property in a good, clean and sanitary condition.

12. **LANDLORD'S RIGHT OF ENTRY.** After twenty-four (24) prior notice to Tenant, Landlord and its representatives shall have the right to enter the Premises at all reasonable times to inspect, or to maintain the building of which the Premises are a part. Landlord and Landlord's agent shall have the right to enter the Premises at any time in the case of an emergency.

13. **DEFAULT.**

13.1. **PAYMENT OBLIGATIONS.** All of Tenant's payment obligations are due at the time stated in the specific provisions of this Lease. If any monetary amount is not received by the Landlord within ten (10) days of the due date, then a late charge of ten percent (10%) of such amount due shall be imposed without further notice and payable in addition to such amount. If any monetary amount is not received by the Landlord within ten (10) days after the due date, then a default shall occur. Landlord shall not be required to give notice of rent due under this Lease.

13.2. **DEFAULTS SUBJECT TO CURE.** If Tenant fails to perform any term, covenant, or condition of this Lease, other than the payment of money, Tenant shall have the time to cure the default stated in the specific provision of this Lease; if none is stated, Tenant shall have thirty (30) days to cure after written demand or notice of default. If the default by its nature cannot be cured within thirty (30) days, Tenant may cure by beginning the cure within thirty (30) days after notice and by diligently prosecuting the cure and by completing it within a reasonable time. If Tenant does not begin the necessary curative action or does not complete it within the applicable period, in addition to any remedy in this Lease, at its option, Landlord may make all necessary payments, perform all work, undertake all repairs, replacements, restoration or completion of the improvements and other property as Landlord determines to be appropriate for the cure of the default and may pay all costs and expenses incurred as a result of the default including without limitation any attorneys' fees, costs, charges and judgments relating to or arising out of the default or Landlord's efforts to cure, to obtain performance or to enforce Tenant's obligations. All such costs and expenses together with all damages and losses which Landlord suffers, sustains, incurs or pays by reason of any such default shall be paid by Tenant to Landlord on demand as additional rent.

13.3. **OTHER DEFAULTS.** Tenant shall be in default if (1) Tenant's leasehold interest is taken upon execution or by other process of law; or (2) Tenant files a voluntary petition under the provisions of any state or federal insolvency or bankruptcy act, or (3) a receiver or trustee of Tenant's property is appointed voluntarily or with Tenant's consent or by reason of Tenant's insolvency or inability to pay its debts; or (4) any assignment is made of Tenant's property for the benefit of creditors; or (5) any involuntary petition is filed against Tenant under the provisions of any state or federal insolvency or bankruptcy act and is not dismissed within sixty (60) days after filing.

13.4. **TIME OF THE ESSENCE, COVENANTS AND CONDITIONS.** Time is of the essence of this Lease. Every provision of this Lease which Tenant is to perform is both a covenant and a condition of Landlord's performance.

13.5. **LANDLORD'S REMEDIES.** If Tenant defaults and the time to cure, if any, has ended, Landlord may exercise all or any of the following remedies either alone or in combination. These remedies are cumulative; the use of one does not prevent Landlord from exercising another at the same time or a later time.

(a) Landlord without notice, may reenter and repossess the Premises by any lawful means with or without terminating this Lease and Tenant's liability thereunder, and may remove all persons and property from the Premises and the removed property may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant and Landlord may attempt to relet the Premises or any part thereof and mitigate the loss. The Landlord may elect to attempt to relet the Premises or any part thereof for such term (which may extend beyond the term of this Lease), at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Tenant acknowledges that such reletting may require Landlord to offer a period of free rent that Tenant agrees will not offset amounts due from Tenant hereunder. In the event of such reletting (a) Tenant shall be liable to pay Landlord, in addition to any rent or other sums then due and unpaid, the cost and expense of reletting and of alterations and repairs incurred by Landlord and the amount, if any, by which the rent set forth in this Lease, including escalation thereof, late fees, interest and additional rent for the period of such reletting (up to but not beyond the term of this Lease) exceeds the sum agreed to be paid as rent for the Premises for the period of reletting; or (b) at the option of Landlord rents received by Landlord from reletting shall be applied firstly, to the payment of any indebtedness other than rent due from Tenant to Landlord; secondly, to the payment of any costs and expenses of reletting and alterations and repairs; and thirdly, to the payment of rent due and unpaid, and fourthly, the residue, if any, shall be held by Landlord and applied in payment of future rent as it may become due and payable. If Tenant has been credited with any rent to be received by reletting under option (a) above, and such rent shall not be promptly paid to Landlord by new Tenant, or if such rent received from reletting under option (b) during any month be less than that to be paid during that month Tenant shall pay any such deficiency to Landlord. The deficiency shall be calculated and paid monthly. No entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(b) Landlord may collect from Tenant all sums then due, including without limitation, all Landlord's damages defined in **Paragraph (13.1)**, all additional rent and charges as they become due and all costs of reletting, including, without limitation, all real estate and leasing commissions, alterations and advertising, less only that rent which Landlord actually receives. Reletting does not constitute termination or surrender, but is merely mitigation of the loss, which Landlord shall apply to Tenant's account.

(c) Landlord may terminate the Lease, notwithstanding Landlord's previous election to treat the Lease as continuing. After termination, Landlord may exercise any of the other remedies stated in this **Paragraph 13.5** alone or in combination. All damages Landlord incurs by reason of a breach, including the cost of recovering the Premises and including the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term shall be immediately due and payable from Tenant to Landlord.

(d) Landlord may exercise any other remedy available at law or in equity including the imposition of a Landlord's lien upon all personal property of the Tenant located upon the Premises upon commencement of the Lease term sufficient to secure all sums due and owing Landlord hereunder. The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

(e) Except as otherwise expressly provided in this Lease, any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the rate of eighteen percent (18%) per annum.

14. **DAMAGE OR DESTRUCTION.**

14.1. **TOTAL DESTRUCTION**. If at any time during the term, the Premises are totally destroyed by any cause, whether or not covered by insurance, this Lease shall automatically terminate as of the date of destruction without liability to Landlord or Tenant, except only for Tenant's obligation to pay rent hereunder up to the date of termination.

14.2. **PARTIAL DAMAGES (INSURED).** If the Premises are damaged by any cause covered under Landlord's insurance, Landlord shall repair the damage as soon as reasonably possible after receipt of the insurance proceeds and this Lease shall continue in full force and effect.

14.3. **PARTIAL DAMAGE (UNINSURED).** If the Premises are damaged by a cause not covered under Landlord's insurance, Landlord may either (1) repair the damage at its own expense as soon as reasonably possible and this Lease shall continue in full force and effect, or (2) give Tenant written notice within thirty (30) days after the damage occurs that Landlord intends to terminate the Lease as of the date the damage occurred, in which event Tenant may, within ten (10) days after Landlord's notice, give Landlord written notice Tenant intends to repair the damage at Tenant's own expense without reimbursement from Landlord and this Lease shall continue in full force and effect. If Tenant gives the notice, Tenant shall proceed to make the repairs as soon as reasonably possible. If Tenant does not give the notice within the ten (10) day period, this Lease shall terminate as of the date the damage occurred.

14.4. **DAMAGE NEAR END OF TERM**. If the Premises are partially damaged during the last twelve (12) months of the term whether insured or not, Landlord, at its option, may terminate this Lease as of the date the damage occurred by giving Tenant written notice within thirty (30) days after the damage occurred.

14.5. **ABATEMENT OF RENT**. If the Premises are partially destroyed and Landlord repairs the damage under **Paragraph 14.3**, the rent shall be abated in proportion to the rentable area Tenant was unable to use during the period Tenant could not use the Premises. If Landlord does not begin the repair within ninety (90) days after receipt of the insurance proceeds under **Paragraph 14.2**, or within ninety (90) days after Landlord's notice of intent to repair under **Paragraph 14.3**, Tenant may terminate this Lease by giving Landlord written notice any time before the repair begins and the Lease will terminate as of the date of the notice. If the Premises are partially destroyed and Tenant elects to repair the damage under **Paragraph 14.3**, the rent abatement shall end no more than ninety (90) days after Tenant's notice of intent to repair. If this Lease terminates under this **Paragraph 14**, Landlord and Tenant shall make an equitable adjustment of any advance payments. Except for the abatement of rent provided for herein, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration of the Premises.

14.6. **WAIVER**. Tenant hereby expressly waives the benefits of A.R.S. Section 33-343 or any other or similar statute or law which might otherwise give Tenant a right to terminate this Lease or its obligations hereunder due to damage to or destruction of the Premises or any part thereof.

15. **CONDEMNATION.** If less than twenty percent (20%) of the gross rentable floor area of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date one (1) day prior to the earlier of the date when the condemning authority takes title or possession. If twenty percent (20%) or more of the floor area of the Premises is taken by condemnation, either Landlord or Tenant may terminate this Lease by providing the other with written notice thereof within ten (10) days following the date when the condemning authority takes title or possession, whichever first occurs. If neither Landlord or Tenant elects to terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the gross rentable floor area taken bears to the total gross rentable floor area of the original Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss or damage to Tenant's trade fixtures and removable property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages actually received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation and shall use best efforts to contain the cost thereof to the amount of sever ace damages actually received by Landlord. If the cost to repair any damage to the Premises caused by such condemnation exceeds the amount of sever ace damages actually received by Landlord Tenant shall pay any amount in excess of such severance damages required to complete such repair if Tenant has been reimbursed therefor by the condemning authority, and , if not, then such excess shall be paid by Landlord.

16. **ASSIGNMENT AND SUBLEASE.** Tenant shall not voluntarily or by operation of law assign, transfer, or sublet or otherwise transfer all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any attempted assignment, transfer or subletting without Landlord's consent shall be void and shall constitute a material breach of this Lease, and at the option of the Landlord, shall terminate this Lease. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof.

17. **WAIVER.** No waiver by Landlord of any provision of this Lease shall waive any other provision, nor any later breach of the same provision. Landlord's consent to or approval of any act shall not render Landlord's later consent or approval unnecessary. Landlord's acceptance of rent is not a waiver of Tenant's earlier breach of any other provision of this Lease except the timeliness of payment of that part of the rent which Landlord accepted, whether or not Landlord knew of the earlier breach at the time Landlord accepted the rent. None of the provisions of this Lease can be waived by either Landlord or Tenant except by written instrument.

18. **TRANSFER OF LANDLORD'S INTEREST.** Landlord reserves the right to sell, assign or transfer this Lease upon the condition that in such event this Lease shall remain in full force and effect, subject to the performance by Landlord of all the terms, covenants and conditions on its part to be performed. Upon any such sale, assignment or transfer, other than merely as security and, upon thirty (30) days prior written notice to Tenant, Tenant agrees to look solely to the assignee or transferee with respect to all matters in connection with this Lease and Landlord shall be completely released from any further obligations.

19. **ARBITRATION.** In the event of any dispute under the provisions of this Lease, the controversy shall be settled by arbitration. Within five (5) days after a written request for arbitration by either party, each party shall select an arbitrator and the two arbitrators selected shall appoint a third arbitrator within five (5) days thereafter, or if said two arbitrators are unable to agree upon a third arbitrator within five (5) days, the third arbitrator shall be appointed by a Judge of the Superior Court of the County of Pima (as assigned by the court administrator) upon application of either party made after five (5) days written notice to the other party of the time and place of such application. When the three arbitrators have been selected in either of the ways set forth above, they shall, as soon as reasonably possible, hear and determine the controversy. The written determination over the signatures of majority of the arbitrators shall be final, binding and conclusive upon the parties. The cost of arbitration shall be borne equally by the parties. The arbitration determination shall be enforceable though a court of competent jurisdiction in Pima County, Arizona.

20. **SUBORDINATION.** Landlord reserves the right at any time to place liens and encumbrances on and against the Property and buildings of which the Premises are a part, and this Lease shall be subject, subordinate and inferior to the lien and estate of any liens and encumbrances, renewals, modification, extensions or replacements thereof, now or hereafter imposed by Landlord upon the Property of which the Premises are a part, subject to Tenant's right of non-disturbance. Tenant agrees to execute and deliver upon demand documents required to effectuate such subordination and confirm Tenant's right of non-disturbance and if Tenant refuses, then Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute, deliver and record any such documents for or in the name of Tenant and Landlord agrees that it shall require that its lender issue to Tenant a non-disturbance agreement on such lender's standard form.

21. **REIMBURSEMENT.** All terms, covenants and conditions of this Lease to be performed by Tenant shall be performed at its sole expense, and if Landlord shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Tenant to perform such term, covenant or condition, the sum of money so paid by Landlord shall be payable by Tenant to Landlord in accordance with the applicable terms of this Lease.

22. **NO PARTNERSHIP.** It is expressly understood that Landlord does not, in any way nor for any purpose, become a partner with Tenant in the conduct of Tenant's business or otherwise, or a member of a joint enterprise with Tenant, and that any provisions of this Lease relating to the percentage rental payable hereunder are included solely for the purpose of providing a method whereby the rental is to be measured and ascertained.

23. **SUCCESSORS AND ASSIGNS.** Subject to the provisions of **Paragraphs 16 and 18**, all of the terms, covenants and conditions of this Lease shall be binding upon and insure to the benefit of and shall apply to the respective heirs, executors, administrators, successors, assigns, subtenants and concessionaires, and legal representatives of Landlord and Tenant.

24. **NO ACCESS TO ROOF.** Tenant shall have no right of access to the roof of the Premises or the building in which the Premises are located and shall not install, repair or replace any aerial, satellite dish, fan, air conditioner or other device on the roof of the Premises or the building in which the Premises are located without the prior written consent of Landlord. Any aerial, satellite dish, fan, air conditioner or device installed without such written consent shall be subject to removal, at Tenant's expense, without notice, at any time. Notwithstanding the foregoing, Landlord agrees to allow Tenant to install and maintain, using only contractors approved by Landlord and subject to Tenant's prior written notification to Landlord of such installation or occurrence of maintenance, a satellite dish or other device necessary for the operation of Tenant's business.

25. **OTHER TENANTS.** Landlord maintains the right to permit such other tenancies and businesses in the Property as deemed appropriate and shall exercise its business judgment to obtain other tenants to promote the best interests of the Property. However, Landlord expressly understands that the specialized nature of the Tenant's operations, and Landlord agrees that other tenancies and/or businesses considered for tenancy at the Property shall not be of such a nature as to present any potential danger or discomfort to Tenant's staff or clients, which will be young children and their parents, and shall not be an educational competitor of Tenant such as a chapter or private school.

26. **NOTICES.** Any notice or demand which Landlord or Tenant is required or permitted to give under this Lease shall be in writing and shall be deemed to have been received three (3) business days after such writing is deposited in the United States Mail certified and postage prepaid and addressed to the Landlord and Tenant at the addresses specified herein or to such other address as the parties may designate from time to time in the manner provided herein.

LANDLORD

2222 Craycroft, LLC
C/O Vast Commercial
PO Box 14980
Tucson, AZ 85732

TENANT

The Rising School
2222 N. Craycroft, STE 116
Tucson, AZ 85712

27. **ATTORNEY'S FEES.** If an action, arbitration or an administrative proceeding shall be brought to recover any rental under this Lease, or from or on account of any breach of, or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the Premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, a reasonable attorney's fee, the amount of which shall be fixed by the court, arbitrator or administrative board and shall be made a part of any judgment.

28. **SURRENDER OF LEASE.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation, shall not work a merger and shall, at the option of Landlord, terminate any or all existing subleases or concessions, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or concessions.

29. **EFFECTIVE DATE.** This Lease is a binding agreement between Landlord and Tenant and is effective on the date last signed by both Landlord and Tenant although the term of the Lease and the obligation to pay rent may begin on a date later than the effective date.

30. **ESTOPPEL CERTIFICATE.** From time to time, within thirty (30) days after Landlord's written notice to Tenant, Tenant shall execute, acknowledge and deliver a written estoppel certificate certifying (1) this Lease is unmodified and is in full force and effect or, if modified, stating such modification and that this Lease is in force and effect subject to said modification, (2) the date that rent and other charges are paid, (3) acknowledging that there are no uncured defaults on part of Landlord or specifying such defaults if claimed, and (4) setting forth such other statements (if true) with respect to this Lease as may be reasonably requested. Tenant's failure to deliver the certificate, properly executed, within the said thirty (30) day time, shall be conclusive admission by Tenant that this Lease is in full force and effect, without modification, except as may be represented by the Landlord, and that there are no uncured defaults in Landlord's performance. Any prospective purchaser or lender may conclusively rely upon any such certificate.

31. **ENTIRE AGREEMENT.** This Lease, including the exhibits attached hereto and referenced herein, contains all of the agreements of Landlord and Tenant which relate directly or indirectly to the Premises. This Lease replaces all agreements, whether written or oral, made before the effective date of this Lease or at the same time. Tenant warrants that, except as specifically set forth herein, Tenant has not relied upon any promise, representation or warranty of any person either to induce Tenant to execute this Lease or with respect to the terms, performance or enforcement of this Lease. Tenant acknowledges that no person has any authority to make any oral promise, representation or warranty on Landlord's behalf.

32. **INTERPRETATION.** Paragraph headings and captions are not a part of this Lease. Captions are for index purposes and are not intended to describe all subjects covered within the paragraph.

33. **CHOICE OF LAW.** The performance, interpretation and enforcement of this Lease shall be governed by the laws of the State of Arizona. Tenant agrees to submit to the jurisdiction of courts of the State of Arizona and to venue in Pima County, Arizona.

34. **SEVERABILITY.** If any provision of this Lease is found by any court of competent jurisdiction to be unenforceable, the provision shall be severed from the Lease and the remainder of the Lease shall continue in full force and effect.

35. **RECORDATION.** Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder.

36. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant or Landlord, as the case may be, shall be deemed both a covenant and a condition.

37. **AUTHORITY.** If Tenant is a corporation, a limited liability company, partnership or other entity, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity in accordance with its terms. If Tenant is a corporation, a limited liability company, partnership or other entity, Tenant shall deliver to Landlord, upon Tenant's execution of this Lease, evidence reasonably satisfactory to Landlord of the authority of the person(s) signing this Lease on behalf of Tenant to do so and that Tenant has approved entering into this Lease. Such evidence may include a certified copy of a resolution of the Board of Directors or members of said entity authorizing or ratifying the execution of this Lease. In the absence of such evidence, the individual executing this Lease guarantees payment and full performance of this Lease.

38. **BROKER DISCLOSURE.** One or more members of 2222 Craycroft, LLC is a licensed real estate broker.

39. **AGENCY.** Tari Auletta with Newmark Grubb Knight Frank is acting as the Tenant's agent in this transaction. Jon O'Shea and Rob Fischrup with Vast Real Estate Solutions, LLC are acting as Landlords agent in this transaction. The commission due to Tenant's agent and Landlord's agent with regard to this transaction and the execution of this Lease shall be paid in full by Landlord and Landlord shall defend Tenant against and hold Tenant harmless therefor..

40. **RIGHT OF FIRST REFUSAL.** Provided Tenant is not in default hereunder, Tenant may provide written notice to Landlord at any time during the initial term or the renewal term of this Lease seeking to rent additional space at the Property upon the same economic terms set forth in this Lease. Landlord shall have ten (10) days after receipt of such written notice to accept or reject such offer of Tenant. The failure of Landlord to provide Tenant with written acceptable of such economic terms prior to the expiration of said ten (10) day period shall be deemed a rejection by Landlord thereof.

Provided Tenant is not in default hereunder, Landlord hereby grants Tenant the right of first refusal with regard to any additional space at the Property based upon a written offer to rent which Landlord has either received or has provided to a potential tenant which offer sets forth such material economic terms agreeable to Landlord for such additional space. Landlord shall promptly provide Tenant a copy of such written offer and Tenant shall have fifteen (15) days in which to either accept or reject the economic terms set forth in the offer for the rental of the additional space by Tenant. Failure by Tenant to provide Landlord with written acceptable of such economic terms prior to the expiration of said fifteen (15) day period shall be deemed a rejection by Tenant thereof.

If Landlord agrees to rent additional space at the Property to Tenant upon the same economic terms as set forth in this Lease or, if Tenant exercises the right of first refusal as to any such additional space during the initial term or any renewal term of this Lease, the identity and location of such additional space and such economic terms with regard to such additional space shall be included as part of this Lease by way of a specific written amendment hereto, it being agreed and understood by Landlord and Tenant that the other material provisions of this Lease shall not be subject to re-negotiation or revision as part of the inclusion of any additional space under this Lease (unless that parties mutually agree otherwise).

This Lease has been prepared for submission to your attorney for approval. No representation or recommendation is made by the Landlord or its agents or employees as to the legal effect or tax consequences of this Lease or the transaction relating thereto.

LANDLORD

By: [signature]

Its: asset manager

Date: 4/20/13

TENANT

By: George G. Rising

Its: CEO / President of Rising Schools, Inc.

Date: 4/19/13

EXHIBIT "A"
RULES AND REGULATIONS

Tenant: **Rising Schools, Inc.**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Propertywithout the prior written consent of Landlord. Landlord shall have the right to remove any such unapproved sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord. A plaque with the Tenant's name shall be affixed at the primary entrance to the Property at Landlord's expense.

Tenant shall not place anything or allow anything to be placed near any window, door, partition or wall which may appear unsightly from outside the Premises, nor shall Tenant cause any window in the Premises to be color treated.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress and egress from their respective Premises.

3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without prior written consent of Landlord, which will not be unreasonably withheld.

4. The plumbing facilities shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the tenant whose employee, agent or invitee shall have caused it.

5. Tenant shall not deface the Premises or any part thereof.

6. No furniture, freight or equipment of any kind shall be brought into the Property without the prior notice to Landlord and all moving of the same into or out of the Property shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Property and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects, shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Property by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Property by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building.

8. No cooking (microwave and coffee maker excepted) shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. Tenant shall not use or keep in the Premises or at the Property any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

10. Landlord will direct electricians as to where and how telephone and computer network cables are to be introduced into the Premises. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of normal computers, phones or IT equipment shall not be subject to the approval of Landlord, as indicated in **Paragraph 6.3.**

11. Outside of Business Hours, access to the Property, or to the halls, corridors, elevators or stairways at the Property, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Property in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages to property or injury to person caused by any error with regard to the admission to or exclusion from the Property of any person, unless such damage or injury is the result of Landlord's intentional, reckless or negligent act or omission. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Property during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Premises and at the Property.

12. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Landlord.

13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Property of which the Premises are a part.

15. Tenant shall not disturb, solicit, or canvass any occupant of the Property and shall cooperate to prevent same.

16. Without the written consent of Landlord, Tenant shall not use the name of the Property in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Landlord shall have the right to control and operate the Common Area, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as deems best for the benefit of the tenants generally.

18. All entrance doors in the Premises shall be locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

19. The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall not place or permit any obstruction or merchandise in such areas.

20. Upon the termination of the tenancy, Tenant shall deliver to Landlord all keys to the Premises, the Property and common restrooms, if any, that have been furnished to Tenant.

Exhibit "B"
Tenant Improvements

Immediately upon execution, Landlord shall, at Landlord's sole cost and expense, commence to complete Tenant Improvements to Suites 112 and 116 in turn key condition as detailed below. Such Tenant's Improvements are subject to approval by local Planning and Development authorities. Upon execution of this Lease, Landlord's architect shall provide plans regarding the Tenant Improvements for Tenant's approval. Upon approval of and the issuance of permits by the local authorities, Landlord shall work diligently to have construction completed in a timely manner, but in any event, no later than the Commencement Date. Landlord shall provide a Certificate of Occupancy to the Tenant upon the completion of Tenant Improvements, but in any event, no later than the Commencement Date.

The parties agree that Landlord shall use best efforts to contain the cost of Tenant Improvements and that the cost of same to Landlord shall not exceed $61,440.00 (such amount being equal to $20.00 per sq. ft., i.e., 3,072 sq. ft.) and that if the cost of Tenant Improvements exceeds such amount, the additional cost shall be added to and shall increase the monthly rent due by Tenant under the Lease beginning September 1, 2013 in the amount of $0.20 per sq. ft. for every $1.00 per sq. ft. over the $20.00 sq. ft. cost limitation.

NEED TENANT IMPROVEMENT DETAILS HERE

PERSONAL GUARANTY

THIS GUARANTY is given as of this ____ day of _____, 2013, by

George and Stephanie Rising (hereinafter referred to as "Guarantors").

WITNESSETH:

WHEREAS, 2222 Craycroft, LLC, a(n) Arizona Limited Liability Company whose address is C/O Vast Commercial PO Box 14980 Tucson, AZ 85732 **("Landlord")** is willing to execute that certain Lease Agreement (the Lease) dated the _____day of _____, 2013, between Landlord and Rising Schools, Inc., a(n) Arizona non-profit corporation, ("Tenant") pertaining to the building located at 2222 N. Craycroft Road, Suites 112 and 116 located in the City of Tucson, County of Pima, State of Arizona (the "Premises") on condition of receiving the Guaranty from the Guarantors as herein contained;

NOW THEREFORE, for and in consideration of leasing the Premises by the Landlord to Tenant in accordance with the terms and provisions of the Lease, which Lease is executed concurrently herewith, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Guarantors, Guarantors hereby agree as follows:

1. Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantee the prompt and faithful performance of all the terms and provisions of the Lease by Tenant and any assignee of Tenant, including, but not limited to, the payment of all installments of rent and additional rent and other sums due to Landlord thereunder. Guarantors do hereby waive each and every notice to which Guarantors may be entitled under said Lease or otherwise, and expressly consents to any extension of time, leniency, modification, waiver, forbearance, or any change which may be made in any term and condition of the Lease, and no such change, modification, extension, waiver, or forbearance shall release Guarantors from any liability or obligation hereby incurred or assumed. Guarantors further expressly waive any notice of default in or under any of the terms of the Lease, notice of acceptance of the Guaranty, and all setoffs and counterclaims; provided, however, Guarantors shall be given the same right to cure Tenant's default as that afforded Tenant under the Lease.

2. It is specifically understood and agreed that, in the event of a default by Tenant of the terms and provisions of the Lease, and after the expiration of any applicable grace period, Landlord shall be entitled to commence any action or proceeding against the Guarantors or otherwise exercise any available remedy at law or in equity to enforce the provisions of this Guaranty without first commencing any action or otherwise proceeding against Tenant or otherwise exhausting any or all of its available remedies against Tenant, it being expressly agreed by the undersigned that its liability under this Guaranty shall be primary. Landlord may maintain successive actions for other defaults. Its right hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action until and unless all obligations hereby guaranteed have been paid and fully performed.

3. In the event that any action be commenced by Landlord to enforce the provisions of this Guaranty, Landlord shall be entitled, if it shall prevail in any such action or proceeding, to recover from Guarantors all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

4. No payment by Guarantors shall entitle Guarantors, by subrogation or otherwise, to any payment by Tenant under or out of the property of the Tenant, including specifically, but not limited to, the revenues derived from the Premises, except after payment in full to Landlord of all amounts due and payable by Tenant to Landlord pursuant to the Lease.

5. Provided that Tenant is not and has not been in monetary default under the Lease at any time during the period September 1, 2013 through August 31, 2-015, this Guaranty shall terminate and be of no force and effective. If Tenant has been in monetary default under the Lease at any time during the period September 1, 2013 through August 31, 2-015, this Guaranty shall continue and shall not terminate until August 31, 2016, at which time it shall be of no force and effective; provided, however, that if Tenant is in monetary default under the Lease as of August 31, 2016, then this Guaranty shall continue in full force and effect..

6. This Guaranty shall inure to the benefit of Landlord, its heirs, personal representatives, successors, and assigns and shall be binding upon the heirs, personal representatives, successors, and assigns of the Guarantors.

7. The Liability of the Guarantors hereunder shall in no way be affected by, and Guarantors expressly waive any defenses that may arise by reason of: (a) the release or discharge of the Tenant in any creditors', receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of the Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; the rejection or disaffirmance of the Lease in any such proceedings; (d) the modification assignment or transfer of the Lease by the Tenant; (e) any disability or other defenses of the Tenant; or (f) the cessation from any cause whatsoever of the liability of the Tenant.

8. Guarantors agree that in the event Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or similar relief under any present or future provisions of the Federal Bankruptcy Code, or any similar law or statute of the United States or any State thereof, or if such a petition filed by creditors of Tenant shall be approved by a Court, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal Court:

(a) If the Lease shall be terminated or rejected, or the obligations of Tenant thereunder shall be modified, Landlord shall have the option to either: (i) require the undersigned, and the undersigned hereby so agrees, to execute and deliver to Landlord a new Lease as tenant for the balance of the term then remaining as provided in the Lease and upon the same terms and conditions as set forth therein; or (ii) recover from the undersigned that which Landlord would be entitled to recover from Tenant under the Lease in the event of a termination of the Lease by Landlord because of a default by Tenant, and such shall be recoverable from the undersigned without regard to whether Landlord is entitled to recover the same from Tenant in any such proceeding.

(b) If any obligation under the Lease is performed by Tenant and all or any part of such performance is avoided or recovered from Landlord as a preference, fraudulent transfer or otherwise, in any bankruptcy, insolvency, liquidation, reorganization or other proceeding involving Tenant, the liability of Guarantors under this Guaranty shall remain in full force and effect.

(c) As further security for the payment of amounts under this Guaranty, Guarantors will file all claims against Tenant upon any indebtedness of Tenant to the undersigned in any bankruptcy or other proceeding in which the filing of claims is required by law and will assign to Landlord all rights of the undersigned thereunder, to the extent of Guarantors' obligations under this Guaranty. If Guarantors do not file any such claim, Landlord, as attorney in fact for Guarantors, is hereby authorized to do so in the name of Guarantors, or, in Landlord's discretion, to assign the claim and to cause proof of claim to be filed in the name of Landlord's nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the full amount thereof, and, to the full extent necessary for that purpose, Guarantors hereby assign to Landlord all of Guarantors' rights to any such payments or distributions to which Guarantors would otherwise be entitled.

9. This Guaranty shall be enforced in accordance with the laws of the State of Arizona and shall be deemed executed in Pima County, State of Arizona.

GUARANTOR(S):

George B. Rising

George Rising

SSN: 384-88-3700

5451 N Whitethorn, Tucson AZ 85704

Home Address

Stephanie Rising

Stephanie Rising

SSN: 600-54-0448

5451 N. Whitethorn Pl. (85704)

Home Address