LEASE AGREEMENT

This Agreement, made and entered into this 4th day of June, 2014, between Glen Gage Group, Inc., an Arizona Corporation, c/o Ryun Mann, P.O. Box 23619, Flagstaff, Arizona 86002 (hereinafter "Lessor") and The Flagstaff Child and Family Counseling Center, 408 N Kendrick Street Suite 4, Flagstaff, AZ 86001 (hereinafter collectively "Lessee").

RECITALS

WHEREAS, the Lessor is the owner of that certain real property and improvements located at 408 N. Kendrick Street, Suite 3 upstairs and Suite 4, Flagstaff, Arizona 86001, consisting of approximately 2467 total square feet ("Premises"); and

WHEREAS, Lessor desires to lease said property and Lessee desires to lease the premises on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. BASIC PROVISIONS:

1.1 Parties: This Lease ("Lease") for reference purposes only is dated above and is made by and between Glen Gage Group, Inc., an Arizona Corporation, (hereinafter "Lessor") and The Flagstaff Child and Family Counseling Center, 408 N Kendrick Street Suite 4, Flagstaff, AZ 86001 (hereinafter collectively "Lessee").

1.2 Premises: That certain real property and improvements located at 408 N. Kendrick Street, Flagstaff, Arizona 86001, hereinafter called Kendrick Professional Building (KPB), Suite Three (3 upstairs) and Suite 4, consisting of approximately 2,467 total square feet, as outlined by Exhibit "A", attached hereto and made a part hereof (the "Premises").

1.3 Term:

(a) Original: The term of this Lease shall be for approximately Five Years (5 yrs) commencing August 1, 2014 ("Commencement Date") and ending July 31st, 2019 ("Expiration Date"), unless sooner terminated pursuant to any provision of this Lease.

(b) Possession: Lessee may take possession of the Premises August 1, 2014 provided Lessee has paid the Security deposit of Three Thousand Five Hundred Fifty Two and 48/100 ($3,552.48) and August's 2014

rent of $2,368.32 plus all applicable TPT taxes, and Estimated NNN charges and provided Lessor proof of all insurances required hereunder;

(c) Option To Extend:

1. Provided Lessee is not in default under the terms of this lease, Lessee shall have the option to extend the Lease for two five (5) year periods.

Should Lessee exercise this option(s) the Lease shall be extended for the Option Period under all the terms and conditions set forth in the Lease except for the minimum monthly rent and rental adjustments which shall be determined as hereafter set forth. If Lessee is in default, this Option to Extend shall be null and void and of no further force or effect.

2. Should Lessee dispute any amount billed to Lessee by Lessor, in order to preserve this Option, Lessee shall be obliged to pay the disputed amount to Lessor in a timely manner noting its objection. If Lessee's objection is valid Lessor will either refund or credit the overpayment against future rents.

3. Lessee shall exercise this Option to Extend by written notice to Lessor at least one hundred twenty (120) days before the expiration of the then current term. Time is of the essence. Should Lessee fail to notify Lessor of its election to exercise this Option(s) on or before the time specified this Option to Extend shall be null and void and of no further force or effect.

4. Should Lessee exercise this Option(s) the base monthly rent for the Option period shall be the greater of the base monthly rent in effect during the last year of the expiring term or extension plus 1.5% increase ("adjusted rent") or the then market rent for the Premises as determined herein ("market rent").

5. In the event the Lessor determines that the market rent is greater than the adjusted rent, the Lessor may, within 15 days of receipt of Lessee's exercise of its Option to Extend, notify Lessee in writing of Lessor's opinion of the market rent. If Lessor fails to so notify the Lessee within the 15 day period, the base monthly rent for the option period shall be the adjusted rent. If the Lessee disagrees with the Lessor's opinion of the market rent it may, within 15 days of Lessor's notice, notify Lessor of its opinion of the market rent ("Lessee's notice"). If Lessee fails to so notify Lessor within the time limit specified, the base monthly rent for the option period shall be the market rent specified in Lessor's notice. If Lessee notifies Lessor of its disagreement and the parties fail to agree the market rent shall be established as follows:

A. Each party's opinion of the market rent as specified in their respective notices shall be submitted to an impartial commercial real estate broker experienced in leasing commercial property in the Flagstaff area, mutually agreed upon by the parties. If the parties cannot agree

upon such broker, then they shall each submit the name of a broker to the presiding judge of the Superior Court of Coconino County who shall select the broker from the names submitted.

B. Within five (5) days from appointment, the broker shall select the market rent of one of the parties and such market rent shall be binding upon the parties. The broker's selection of the market rent shall be based upon his opinion of which party's market rent most closely approximates the monthly rent obtainable within a reasonable marketing period for the entire premises for the option period, in an "as is" condition exclusive of any furniture, equipment, or trade fixtures removable by Lessee at the end of the tenancy.

C. The cost of the services of the broker and any and all other reasonable costs incurred by either party shall be borne by the losing party.

D. If the option herein provided is exercised, the base monthly rent established at the commencement of the option period pursuant to the provisions of this Option to Extend shall be used as Base Rent for purposes of calculating 1.5% annual increases during the option period.

1.4 Rent:

(a) Commencing August 1st, 2014, Lessee shall pay to the Lessor at the Lessor's address identified on page 1 hereof and on or before the first day of each month thereafter, base minimum rent for the premises, monthly payments of Two Thousand Three Hundred Sixty Eight Dollars and 32/100 ($2,368.32) plus all applicable taxes.

(b) Rent Increases: Commencing August 1st, 2014 and on each anniversary date thereafter (i.e., July 1st of each year) during the entire term of this Lease, the base rental shall increase by 1.5% per year for each additional year and shall be as follows plus all applicable taxes:

August 1st, 2015	$2,403.84
August 1st, 2016	$2,439.90
August 1st, 2017	$2,476.50
August 1st, 2018	$2,513.65

1.5 Tenant Improvements

Lessor will make the following improvements to the Leased Premises at Lessor's cost and expense:

1. Lessor will demise the two large offices upstairs in Suite 3 to make four smaller offices and remove double doors to be replaced with single 36 inch wide doors. See attached layout design

2. Lessor will close in the stairwell in Suite 3 and the opening between Suite 3 and 4 downstairs. See attached layout design

3. Lessor will install drywall, tape and texture to match existing where those demising walls will be installed, close in opening between suite 3 & 4 downstairs, and the stairway enclosure. See attached layout design

4. Lessor will paint the newly added interior walls of the Premises with primer or a color and paint product to match existing

5. Lessor shall relocate any HVAC ducting and vents as need be for the wall placements.

All work shall be done in a manner and time frame agreeable to both parties. All other tenant improvements will be at Lessee's sole cost but shall be pre-approved by Lessor, in writing, before begging any work.

1.6 Permitted Use: The Premises are to be used by Lessee for the purpose of counseling and consulting services, and complimentary use associated therewith, and for no other purpose without prior written consent of Lessor. Lessee shall only use the Premises in compliance with all applicable laws, ordinances, and regulations (see Paragraph 5 for further provisions).

2. PREMISES:

2.1 Letting: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants, and conditions set forth in this Lease.

2.2 Acceptance of Premises Lessee hereby acknowledges that upon acceptable completion of tenant improvements outlined in section 1.5 above, the Premises is in acceptable condition to Lessee. If Lessee so desires, Lessee shall provide at Lessee's cost, all painting, wall, ceiling, and floor coverings as well as additional remodeling work subject to approval by Lessor; (b) that Lessee has been advised to satisfy itself with respect to the condition of the Premises, including but not limited to environmental aspects, and compliance with all Applicable Laws (including without limitation zoning, building codes and the Americans with Disabilities Act) and the present and future suitability of the Premises for Lessee's intended use; (c) that Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relates to Lessee's occupancy of the Premises and/or the terms of this Lease; and (d) that neither Lessor, nor any of Lessor's agents, has made any oral or written representations or warranties with respect to the said matters other than as set forth in this Lease, such that Lessee hereby accepts said Premises " AS IS WITH ALL FAULTS."

3. TERM:

3.1 Term: The term of this Lease is Five Years (5 yrs) plus two (2) five (5) year renewal periods with the Commencement Date, Expiration Date, and Original Term of this Lease specified in Paragraph 1.3.

3.2 Delay in Possession: If for any reason Lessor cannot deliver possession of the Premises to Lessee as agreed herein, Lessor shall not be subject to any liability therefor nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case Lessee shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Lessee under the terms of the Lease until Lessor delivers possession of the Premises to Lessee.

4. SECURITY DEPOSIT: Upon execution of this Lease, Lessee shall deposit with Lessor a Security Deposit in the amount of Three Thousand Five Hundred Fifty Two and 48/100 ($3,552.48) as security for Lessee's faithful performance of Lessee's obligations under this Lease. If Lessee fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Lessor may use, apply, or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, cost, expense, loss, or damage (including attorneys' fees) which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of said Security Deposit, Lessee shall within ten (10) days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. Lessor shall not be required to keep all or any part of the Security Deposit separate from its general accounts or to hold any part of the Security Deposit in trust to bear interest for its use. Lessor shall, at the expiration or earlier termination of the term hereof and after Lessee has vacated the Premises, return to Lessee that portion of the Security Deposit not used or applied by Lessor.

5. USE:

5.1 Use: Lessee shall use and occupy the Premises only for the purposes set forth in Paragraph 1.5 or any other use which is comparable thereto and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that creates waste or a nuisance, or that disturbs owners and/or occupants of or causes damage to neighboring premises or properties.

5.2 Hazardous Substances:

(a) Hazardous Substances Compliance: The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/ or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect either by itself or in combination with other materials expected to be on the Premises is either: (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises; (ii) regulated or monitored by any

governmental authority; or (iii) a basis for liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof. Lessee shall only transport, generate, use, store and dispose of any such Hazardous Substance in compliance with all Applicable Laws (as defined in Paragraph 5.3). Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises, including through the plumbing or sanitary sewer system, and shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/ or monitoring of, the Premises, the elements surrounding same, or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance and/ or storage tank brought onto the Premises by or for Lessee or under its control.

(b) Duty to Inform Lessor: If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same has come to be located in, on, under, or about the Premises in violation of all Applicable Laws, Lessee shall immediately give written notice of such fact to Lessor. Lessee shall also immediately give Lessor a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to or received from any governmental authority or private party or persons entering or occupying the Premises concerning the presence, spill, release, discharge of, or exposure to any Hazardous Substance or contamination in, on, or about the Premises, including but not limited to all such documents as may be involved in any Reportable Uses involving the Premises.

(c) Indemnification: Lessee shall indemnify, protect, defend, and hold Lessor, its agents, employees, lenders, and ground lessor, if any, and the Premises harmless from and against any and all losses of rents and/ or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Lessee or under Lessee's control. Lessee's obligations under this Paragraph 5 shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Lessee, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances or storage tanks, unless specifically so agreed by Lessor in writing at the time of such agreement.

5.3 Lessee's Compliance with Law: Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole cost and expense, fully, diligently, and in a timely manner, comply with all "Applicable Law," which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants relating in any manner to the Premises (including but not limited to matters pertaining to: (i) industrial hygiene in environmental conditions on, in, under, or about the Premises, including soil and groundwater conditions; and (ii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance or storage tank), now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Lessee shall, within five (5) days after receipt of Lessor's written request, provide Lessor with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports, and certificates, evidencing Lessee's compliance with any Applicable Law specified by Lessor, and shall immediately upon receipt notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint, or report pertaining to or involving failure by Lessee or the Premises to comply with any Applicable Law.

5.4. Inspection, Compliance: Lessor and Lessor's Lender(s) shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease and all Applicable Laws (as defined in Paragraph 5.3) and to employ experts and/ or consultants in connection therewith and/ or to advise Lessor with respect to Lessee's activities, including but not limited to the installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance or storage tank on or from the Premises. Notwithstanding the above right to inspect, Lessor shall be subject to notice, confidentiality and other requirements under all Health Insurance Portability and Accountability Act (1996) (i.e. H.I.P.P.A.) rules and regulations. The costs and expenses of any such inspections shall be paid by the party requesting the same unless a default or breach of this Lease, violation of Applicable Law, or a contamination caused or materially contributed to by Lessee is found to exist or be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination in any such case; Lessee shall upon request reimburse Lessor or Lessor's Lender, as the case may be, for the costs and expenses of such inspections.

6. MAINTENANCE, REPAIRS. ALTERATIONS, AND TRADE FIXTURES:

6.1 Lessee's Obligations: Lessee will pay to Lessor monthly included with rent an estimated yearly amount divided by 12 or as periodically requested and assessed, as additional rent, in addition to the rent.

Lessee shall pay its pro rata share (40.21%) of all property taxes, insurance, Common Area Maintenance expenses (which shall include property management expenses which property management expenses shall not exceed 10% of the total of all rent and prorated property taxes, insurance and common area maintenance expenses) applicable to the Premises. Lessor shall also be responsible to maintain the common areas, which include the parking lots, walkways, driveways, landscaping, fences, signs, snow and ice removal, car stops, parking lot stripes, common area lighting and gutters herein after "Common Area Maintenance" or "CAM". As additional rent, Lessee shall be responsible for 40.21% of all of the expenses set forth above. Lessor at its option may prorate expenses over the expected life of an improvement or repair, and/or collect expenses in advance through a monthly fee and/or maintain a reserve fund to ensure that funds are available when needed to pay said expenses.

All property tax, insurance and CAM expenses shall be paid by Lessee within ten (10) days after receipt of bills from the Lessor.

In the event Lessor fails to maintain the common areas as required herein, Lessee shall provide notice to Lessor of such unmaintained premises and request correction. Lessor agrees to provide the necessary maintenance within a reasonable period of time thereafter.

Lessee shall, at its own expense, and at all times, maintain the Premises in good and safe condition. Lessee shall be responsible for the day-to-day maintenance of all heating, plumbing, electrical, lighting fixtures, interior walls and interior surfaces of exterior wall, ceilings, windows, doors, and plate glass located within the Premises. In the event of a problem with a hot water heater, heating unit, air conditioner, or venting system, Lessee shall be responsible for the first $500.00. Lessor shall then be responsible for the remainder of any cost. If Lessee fails to provide for the proper maintenance of such items, Lessee shall also be responsible for all repairs necessitated by such failure.

6.2 Lessor's Obligations: Upon receipt of written notice of the need for such repairs and provided such repairs are not the result of any action by Lessee, Lessor shall, at Lessor's expense, keep the foundations, walls, and exterior roof of the Premises in good order, condition, and repair. Lessor shall not, however, be obligated to paint the interior surface of the exterior walls or to maintain the windows, doors, or plate glass or the interior surface of exterior walls. Lessee acknowledges that Lessor is not responsible for any contamination of the Premises from mold or fungus of any kind if Lessor has been promptly notified by Lessee of any and all roof and/or exterior wall leaks within two hours of discovery of such and Lessor responds to and causes repairs to be completed in a timely manner. Lessor shall not, in any event, have any obligation to make any repairs until Lessor receives written notice of the need for such repairs. It is the intention of the Parties that the terms of this Lease govern

the respective obligations of the Parties as to maintenance and repair of the Premises. Lessee and Lessor expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to, or which affords Lessee the right to make repairs at the expense of Lessor or to terminate this Lease by reason of any needed repairs.

6.3 Utility Installations, Trade Fixtures, and Alterations:

(a) Definitions, Consent Required: The term "Utility Installations" is used in this Lease to refer to all carpeting, window coverings, air lines, power panels, electrical distribution, security, fire protection systems, communication systems, lighting fixtures, heating, ventilating, air conditioning equipment, plumbing, and fencing in, on, or about the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term " Alterations" shall mean any modification of the improvements on the Premises from that which is provided by Lessor to Lessee on the date of Lessee taking possession, other than Utility Installations or Trade Fixtures, whether by addition or deletion. Lessee shall not make any Alterations or Utility Installations in, on, under, or about the Premises without Lessor's prior written consent which, if given, is conditioned upon Lessee acquiring all applicable permits required by any and all governmental agencies and furnishing proof of the same to Lessor and paying all costs and fees for such alterations and utility installations.

(b) Indemnification: Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law.

6.4 Ownership, Removal, Surrender, and Restoration:

(a) Ownership: Subject to Lessor's right to require their removal, all Alterations and Utility Installations shall, upon placement in the premises, become the property of Lessor and remain upon and be surrendered by Lessee with the Premises at the expiration or earlier termination of the Lease.

(b) Surrender /Restoration: Lessee shall surrender the Premises by the end of the last day of the Lease term or any earlier termination date with all of the improvements and surfaces thereof clean and free of debris and in good operating order, condition, and state of repair, ordinary wear and tear excepted. "Ordinary Wear and Tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Lessee performing all of its obligation under this Lease. The obligation of Lessee shall include the repair of any damage occasioned by the installation,

maintenance, or removal of Lessee's Trade Fixtures, furnishings, equipment, Alterations, and/ or Utility Installations, as well as the removal of any storage tank installed by or for Lessee, and the removal, replacement, or remediation of any soil, material, or ground water contaminated by Lessee, all as may then be required by Applicable Law and/or good practice. Lessee's Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee subject to its obligation to repair and restore the Premises per this Lease.

7. INSURANCE. INDEMNITY:

7.1 Liability Insurance: Lessee shall obtain, at his sole cost, and keep in force during the term of this Lease comprehensive public liability insurance, protecting Lessee and Lessor (naming Lessor as an additional insured) against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing Premises/operations and products/completed operations combined single limit coverage in an amount not less than One Million Dollars ($1,000,000.00) per occurrence for property damages, Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and personal injury. Additionally, the policy must provide not less than Three Hundred Thousand Dollars ($300,000.00) coverage for fire, legal liability and damages to the Premises rented to Lessee. The limits of said insurance required by this Lease or as carried by Lessor shall not, however, limit the liability of Lessee nor relieve Lessee of any obligations hereunder. All insurance to be carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall name Lessor as additional insured. Such insurance policy shall expressly ensure performance by Lessee of his indemnity agreement set forth above. Prior to commencement of this Lease, Lessee shall deliver to Lessor a copy of such policy or policies or a certificate of insurance. Lessee shall require that its insurance company notify Lessor 30 days before the subject liability insurance policy is canceled.

7.2 Lessee's Property Insurance: Lessee, at its sole cost, shall maintain special form including theft insurance coverage on all of Lessee's personal property, Alterations and Utility Installations in the amount of one hundred percent (100%) of the full insurable value of Lessee's business personal property. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property or the restoration of Alterations and Utility Installations.

7.3 Fire /Extended Insurance: Lessor shall during the term hereof provide and keep in force insurance on the building against loss or damage by fire and extended, which insurance shall name the Lessor as the Loss Payee.

7 .4 Insurance Policies: Insurance required hereunder shall be in companies duly licensed to transact business in this state and maintaining during the policy term a "General Policyholders Rating" satisfactory to Lessor. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies. Lessee shall cause to be delivered to Lessor certified copies of, or certificates evidencing the existence and amounts of the insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Lessor. Lessee shall at least thirty (30) days prior to the expiration of such policies furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand.

7.5 Indemnity: Lessee shall indemnify, protect, defend, and hold harmless the Premises, Lessor, and its agents, partners, and lenders, from and against any and all claims, loss of rents, and/or damages, costs, liens, judgments, penalties, permits, attorneys' and consultants' fees, expenses and/ or liabilities arising out of, involving, or in dealing with, the occupancy of the Premises by Lessee, the conduct of Lessee's business, any act, omission, or neglect of Lessee, its agents, contractors, employees, or invitees, and out of any default or breach by Lessee in the performance in a timely manner of any obligation on Lessee's part to be performed under this Lease. In case any action or proceeding be brought against Lessor by reason of any of the foregoing matters, Lessee shall defend the same at Lessee's expense and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be so indemnified. Lessor shall not be indemnified if such claims and/or liabilities are a result of Lessor's negligence or negligence by its agents, contractors, or employees.

7.6 Exemption of Lessor from Liability: Unless Lessor is negligent, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

7.7 Waiver of Subrogation: Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waives any and all

rights of recovery, claim, action, or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Lessor or Lessee, arising from any cause that: (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party's agents, officers, employees, or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Lessor or Lessee.

8. DESTRUCTION OF THE PREMISES: If the Premises shall be destroyed by fire or other casualty, Lessor shall have the option to either (a) repair or rebuild within one hundred fifty (150) days, or (b) not to repair or rebuild and to cancel this Lease on thirty (30) days' notice. If Lessor fails to give Lessee written notice of his election within thirty (30) days from the date of the damage, or if the restoration of the premises cannot be completed within one hundred fifty (150) days from the date of notice, Lessee may cancel this Lease at its option on thirty (30) days' notice. In making repairs Lessor shall be obligated to replace only such glazing as shall have been damaged by fire and other damaged glazing shall be replaced by Lessee. Lessor shall not be required to repair or replace any personal property installed or kept in the Premises by Lessee. Lessee waives any right under Applicable Laws inconsistent with the terms of this Paragraph. Lessor shall not be required to rebuild, repair, or replace any part of the partitions, fixtures, additions, or other improvements which may have been placed in or about the Premises by Lessee. Lessee shall pay to Lessor upon demand any applicable deductible amount specified under Lessor's insurance where the loss results from the fault of Lessee. A total destruction of the Premises shall, at the option of the Lessor, terminate this Lease. The foregoing notwithstanding, if the destruction results from Lessee's negligence, then the Lease shall not terminate nor shall the rental rate be reduced.

9. TAXES:

9.1 Real Estate Taxes: Lessee is responsible for and shall pay before delinquent its pro rata share (40.21%) of property taxes and assessments against the Premises.

9.2 Personal Property Taxes: Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee-Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment, and all personal property of Lessee or leased to Lessee, contained in the Premises or elsewhere.

10. UTILITIES: Lessee shall be responsible for 40.21% of the water, sewer, and trash charges. Lessee shall be responsible for 59.38% of the gas and electric bills for Suite 3 (940 sf/1583total sq ft). Lessee shall arrange for

and pay for all telephone, electrical, gas, cable, internet or any and all other utility services supplied to the Premises, together with any taxes thereon.

11. ASSIGNMENT AND SUBLETTING: Lessee shall not assign or sublet the premises in whole or in part, except upon express written consent of the Lessor which shall not be unreasonably withheld; nor shall there be any succession to the interest of the Lessee by another. In the event Lessee is a corporation, limited liability company or partnership, any change in Lessee's ownership of more then ten percent (10%) shall constitute an assignment which requires the Lessor's prior written consent. Any attempted assignment or subletting without the prior written consent of Lessor shall be null and void and convey no rights to such third parties.

12. DEFAULT, BREACH, REMEDIES:

12.1 Default, Breach: A "default" is defined as a failure by the Lessee to observe, comply with, or perform any of the terms, covenants, conditions, or rules applicable to Lessee under this Lease. A "breach" is defined as the occurrence of anyone or more of the following defaults where Lessee fails to cure such default prior to the expiration date of the applicable grace period, if any. A "default" shall include but not be limited to any of the following:

(a) The vacating of the Premises without an intent to reoccupy same or the abandonment of the Premises.

(b) The failure by Lessee to make any payment of rent or any other monetary payment required to be made by Lessee hereunder, whether paid to Lessor or to a third party when due

(c) The failure by Lessee to provide Lessor with reasonable evidence of insurance or surety bond required under this Lease; or the failure of Lessee to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of ten (10) days following written notice thereof by or on behalf of Lessor to Lessee.

(d) Except as expressly otherwise provided in this Lease, the failure by Lessee to provide Lessor with reasonable written evidence in duly executed original form of any documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of fifteen (15) days following written notice by or on behalf of Lessor to Lessee.

(e) A failure by Lessee to comply with any other terms, covenants, conditions, or provisions of this Lease, or of the rules hereof, that are to be observed, complied with, or performed by Lessee, other than those described in subparagraphs (a), (b), (c), or (d), above, where such default continues for a period of twenty (20) days after written notice thereof by or on behalf of Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than twenty (20) days are reasonably required for its

cure, then it shall not be deemed to be a breach of this Lease by Lessee if Lessee commences such cure within said twenty (20) day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee's becoming a "Debtor" as defined in 11 USC §101 or any successor statute thereto (unless in the case of a petition filed against Lessee the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph (f) is contrary to any Applicable Law such provision shall be of no force or effect and shall not affect the validity of the remaining provisions.

12.2 Remedies:

(a) If Lessee fails to perform any affirmative duty or obligation of Lessee under this Lease within the applicable time-frame set forth above after written notice to Lessee (or in case of an emergency, without notice), Lessor may at its option (but without obligation to do so) perform such duty or obligation on Lessee's behalf, and the costs and expenses of any such performance by Lessor shall be due and payable by Lessee to Lessor upon invoice therefor.

(b) If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require all future payments to be made under this Lease by Lessee to be made only by cashier's check

(c) In the event of a breach of this Lease by Lessee as defined in Paragraph 12.1, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such breach, Lessor may:

(i) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee: the worth at the time of the award of the unpaid rent which had been earned at the time of termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination for the balance of the term reduced by any rent received by Lessor from releting the Premises; and any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease of which in the ordinary course of things would be likely to result

therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of the leasing commission paid by Lessor applicable to the unexpired term of this Lease. Lessor shall use its commercially reasonable best efforts to relet the Premises and mitigate its damages caused by Lessee's breach;

(ii) Continue the Lease and Lessee's right to possession in effect after Lessee's breach and abandonment and recover the rent as it becomes due, provided Lessee has the right to sublet or assign, subject only to reasonable limitations. Acts of maintenance or preservation, efforts to re-let the Premises, or the appointment of a receiver to protect the Lessor's interest under the Lease shall not constitute a termination of the Lessee's right to possession;

(iii) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decision of the state wherein the Premises are located;

(d) The expiration or termination of this Lease and/ or the termination of Lessee's right to possession shall not constitute the Lessor's acceptance of a surrender of the Lease nor relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

12.3 Late Charges: Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor on the due date, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to One Hundred Twenty Dollars ($120.00) plus interest on delinquent balances as outlined under section 17. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or breach with respect to such overdue amount nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

12.4 Returned Check Fees: If any check of Lessee in payment of rent or any charge hereunder is returned for insufficient funds, or for any other reason, Lessee shall pay to Lessor as and for additional rent, a bad check charge of $50.00. In addition, if the return of the bad check by Lessee results in late payment of the rent, the late charge and interest described in the above paragraph shall apply.

12.5 Breach by Lessor: Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by

Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

13. CONDEMNATION: If the Premises or any portion thereof are 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 the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises or more than twenty-five percent (25%) of the land area not occupied by any building is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not 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 Base Rent shall be reduced in such proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the building located on the Premises. No reduction of Base Rent shall occur if the only portion of the Premises taken is land on which there is no building. 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 Lessor, 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 Lessee shall be entitled to any compensation, separately awarded to Lessee for Lessee's relocation expenses and/or loss of Lessee's Trade Fixtures. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall to the extent of its net severance damages received, over and above the legal and other expenses incurred by Lessor in the condemnation matter, repair any damage to the Premises caused by such condemnation. Except to the extent that Lessee has been reimbursed therefor by the condemning authority, Lessee shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair.

14. TENANCY STATEMENT:

14.1 Each Party (as "Responding Party") shall within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing in form similar to the then most current "Tenancy Statement" form published by the American Industrial Real Estate Association, plus such additional information, confirmation, and/ or statements as may be reasonably requested by the Requesting Party.

A. Notices shall be in writing and shall be given by personal delivery or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to Lessor at the address listed on page one of this Lease and to the Lessee at the Premises address or at such other address as a party may designate in writing.

B. The date notice is given shall be the date on which the notice is delivered if notice is given by personal delivery or the date postmarked if notice is sent through the United States mail. Notice shall be deemed to have been received on the date on which the notice is delivered if notice is given by personal delivery or three (3) days following such deposit in the mail if notice is sent through the United States mail regardless of whether or not Lessee or Lessor actually comes to know of it.

22. WAIVERS: No waiver by Lessor of the default or breach of any term, covenant, or condition hereof by Lessee shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent default or breach by Lessee of the same or of any other term, covenant, or condition hereof. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Lessor's knowledge of a default or breach at the time of accepting rent, the acceptance of rent by Lessor shall not be a waiver of any preceding default or breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.

23. RECORDING: Lessee shall not, without the express written consent of Lessor, record this Lease or any memorandum hereof. Should Lessor consent to the recording of a short form memorandum of this Lease, Lessee shall be responsible for payment of any fees or taxes applicable thereto.

24. NO RIGHT TO HOLDOVER: Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If the Lessee does not vacate the property as provided by this Lease, the Lessee's occupancy shall be on a month-to-month tenancy subject to all the terms and conditions of this Lease with the exception that the total rent charged under this Lease shall be increased on a monthly basis by fifty percent (50%).

25. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. COVENANTS AND CONDITIONS: All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions.

27 BINDING EFFECT, CHOICE OF LAW: This Lease shall be binding upon the parties, their personal representatives, successors, and assigns and be governed by the laws of the State of Arizona. Any litigation between the Parties hereto concerning this Lease shall be litigated in Coconino County.

28. SUBORDINATION, ATTORNMENT, NON-DISTURBANCE:

28.1 Subordination: This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively "Security Device"), now or hereafter placed by Lessor upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Lessee agrees that the lenders holding any such Security Device shall have no duty, liability, or obligation to perform any of the obligations of Lessor under this Lease, but that in the event of Lessor's default with respect to any such obligation Lessee will give any lender whose name and address have been furnished Lessee in writing for such purpose notice of Lessor's default and allow such lender thirty (30) days following receipt of such notice for the cure of said default before invoking any remedies Lessee may have by reason thereof. If any lender shall elect to have this Lease and/ or any Option granted hereby superior to the lien of its Security Device and shall give written notice thereof to Lessee, this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

28.2 Attornment: Subject to the non-disturbance provisions of Paragraph 28.3, Lessee agrees to attorn to lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device, and that in the event of such foreclosure such new owners shall not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (ii) be subject to any offsets or defenses which Lessee might have against any prior lessor; or (iii) be bound by prepayment of more than one month's rent.

28.3 Non-Disturbance: With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the lender that Lessee's possession and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises.

28.4 Self-Executing: The agreements contained in this Paragraph 28 shall be effective without the execution of any further documents; provided, however, that upon written request from Lessor or a lender in connection with a sale, financing, or refinancing of the Premises Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment, and/or non-disturbance agreement as is provided for herein.

29. ATTORNEYS' FEES: If either Party brings an action or proceeding (including arbitration) to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, arbitration, action, or appeal thereon shall be entitled to its reasonable attorneys' fees. Lessor shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

30. LESSOR'S ACCESS, SHOWING PREMISES, REPAIRS: Lessor and Lessor's agents shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times for the purposes of showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part, as Lessor may reasonably deem necessary. Notwithstanding the above right to inspect, Lessor shall be subject to notice, confidentiality and other requirements under all Health Insurance Portability and Accountability Act (1996) (i.e. H.I.P.P.A.) rules and regulations.

31. AUCTIONS: Lessee shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Lessor's prior written consent. Notwithstanding anything to the contrary in this Lease, Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

32. SIGNS: Signage is limited to three identification signs. Two on the building's directory, (one on each side) which must conform to the existing signage, and one may be placed on the Lessee's entrance door not to exceed 6" x 30", and must conform to the existing signage. Lessee shall not place any sign or awning upon the Premises, except that Lessee may, with Lessor's prior written consent, install such signs as are reasonably required to advertise Lessee's own business subject to all applicable laws and ordinances regarding the same. This shall include window signs..

33. TERMINATION, MERGER: Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Lessor shall, in the event of any such surrender, termination, or cancellation, have the option to continue anyone or all of the existing sub-tenancies.

34. SECURITY MEASURES: Lessee hereby acknowledges that the rental payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents, and invitees and their property from the acts of third parties.

35. RESERVATIONS: Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights, and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps, and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map, or restrictions.

36. AUTHORITY: If either Party hereto is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Lessee is a corporation, trust, or partnership, Lessee shall, within thirty (30) days after request by Lessor, deliver to Lessor evidence satisfactory to Lessor of such authority.

37. AMENDMENTS: This Lease may be modified only in writing, signed by the parties in interest at the time of the modification. The parties shall amend this Lease from time to time to reflect any adjustments that are made to the Base Rent or other rent payable under this Lease. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by an institution, insurance company, or pension plan lender in connection with the obtaining of normal financing or refinancing of the property of which the Premises are a part.

38. MULTIPLE PARTIES: Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Lessor or Lessee, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities named herein as such Lessor or Lessee.

39. FACSIMILE/COUNTERPARTS. This Lease may be executed by facsimile or in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument and each of the executed counterparts shall be deemed an original hereof.

40. SUBMISSION OF LEASE: The submission of this Lease to the Lessee for examination does not constitute an offer to lease. Execution of this Lease by Lessee and delivery to Lessor for execution shall constitute an offer to lease from Lessee to Lessor. This Lease shall only be effective upon its complete execution by both Lessor and Lessee.

The parties hereto have executed this Lease on the day and year first above written.

LESSOR: LESSEE:

Glen Gage Group, Inc.,
an Arizona Corporation

By: _____
Its: _____

The Flagstaff Child and Family Counseling Center

_____