

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: November 22, 2016

LEASE No. GS-09B-LAZ02624

THIS LEASE, made and entered into this date between Smoketree Properties, LLC

whose address is: 1076 Spire Drive
Prescott, AZ 86305-3728

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
6,292 rentable square feet (r.s.f.), yielding approximately 5,850 ANSI/BOMA Office Area square feet and related space located on the 1st Floor at the Smoketree Plaza, 2971 Willow Creek Road, Prescott, AZ 86301-4142, together with 51 onsite surface parking spaces as depicted on the attached site plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. 1a. Premises to include Buildings 3 and 4 at the above address.
1b. Parking shall include 15 secured spaces on the adjacent parcel and 36 spaces onsite.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time after the 5th year of this lease giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

Initials:

Lessor

Government

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings; provided that the Government shall make payments for lump sum items identified in Paragraph ___ of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 0AZ2061 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 0AZ2061 (pages 1-51) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-7);
- c) GSA Form 3517 (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-2 containing Paragraphs 9-23;
- f) Site Plan (Exhibit "A", page 1, dated 5/26/06).

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 23 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: SmokeTree Properties, LLC

BY [Signature] (Signature) _____ (Signature)

IN PRESENCE OF: [Signature] (Signature) _____ (Address) [Redacted]

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY [Signature] CONTRACTING OFFICER, GSA PETER SHREYAN