

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

MAR 19 2009

LEASE No. LAZ02206

THIS LEASE, made and entered into this date between SDBP III, LP, an Arizona limited partnership

whose address is: 14362 N. Frank Lloyd Wright Blvd.
Suite 1000
Scottsdale, AZ 85260

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:
8,368 rentable square feet (r.s.f.), yielding approximately 7,472 ANSI/BOMA Office Area square feet and related space located on the second floor at The Presidio, 1120 South Dobson Road, Chandler, Arizona 85286-6157, as depicted on the attached Floor Plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the space is accepted by the Government as complete and ready for occupancy through the following ten (10) year term, subject to termination and renewal rights as may be hereinafter set forth. Acceptance of space shall be made in accordance with Section 3.16 (G) of the Solicitation for Offer No. 8AZ2021, attached to and made a part of this lease.
3. The Government shall pay the Lessor annual rent of \$205,055.09 at the rate of \$17,087.92 per month in arrears for years 1 through 5, and annual rent of \$169,117.28 at the rate of \$14,093.11 per month for years 6 through 10. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

SDBP III, LP
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4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by 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

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 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 final construction drawings and that unit cost adjustments shall be made in accordance with Paragraph 3.16 of the attachment sheets if the delivered quantities of the item listed therein differ from quantities specified in this Lease. Rent is subject to adjustment in accordance with Paragraph 1.11, "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. 8AZ2021 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 6.14 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 8AZ2021 (pages 1-42) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (Pages 1-8);
- c) Amendment Number 1 (pages 1-2);
- d) GSA Form 3517 (pages 1-34, General Clauses);
- e) GSA Form 3518 (pages 1-8, Representations and Certifications);
- f) Sheet no. 1-2 containing Paragraphs 9-19;
- g) Floor Plan (Exhibit "A", Page 1);
- h) Site Plan (Exhibit "B", Page 1).

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

Paragraph 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 19 have been added.

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

LESSOR: SDBP III, an Arizona Limited Partnership

BY *Michael D. Mustafa*
(Signature)

[Signature]
(Signature)

IN PRESENCE OF:

Jennifer Wilson
(Signature)

11302 N. Frank Lloyd Wright
(Address) Scottsdale AZ 85260

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

BY *Susan [Signature]*
CONTRACTING OFFICER, GSA

