

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41CFR) 1D16.601

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

6/5/2009

LEASE No. GS-09B-02329

THIS LEASE, made and entered into this date between 345 S RIVER RUN RD, LLC an Arizona Limited Liability Company

whose address is: 3111 North Caden Court  
Flagstaff, Arizona 86004

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:  
1,726 rentable square feet (r.s.f.), yielding approximately 1,644 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite 220) at 345 River Run, Flagstaff, Arizona 86001-5826, together with 4 onsite secured surface parking spaces, 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. PARAGRAPH 2 IS INTENTIONALLY OMITTED

3. The Government shall pay the Lessor annual rent as follows:

- For years 1 through 5, annual rent of \$59,719.60 at the rate of \$4,976.63 per month in arrears.
- For years 6 through 10, annual rent of \$52,073.42 at a rate of \$4,339.45 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Dennis A. Dixon**



4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5<sup>th</sup>) year of this lease by giving at least 60 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

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 4 onsite, secured parking spaces 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 final construction drawings. 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. 5AZ0145 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devises 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 5AZ0145 (pages 1-39) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (Pages 1-46);
- c) Amendment Number 1 (pages 1-3);
- d) GSA Form 3517 (pages 1-33, General Clauses);
- e) GSA Form 3518 (pages 1-8, Representations and Certifications);
- f) Sheet no. 1-2 containing Paragraphs 9-20;
- 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:

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 20 have been added.

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

LESSOR: 345 S RIVER RUN RE, LLC an Arizona limited liability company

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

CONTRACTING OFFICER, GSA