

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

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

DATE OF LEASE:

March 4, 2010

LEASE No. GS-09B-02526

THIS LEASE, made and entered into this date between **JOFFROY HOLDINGS LLC**

whose address is: **4231 E. Pontatoc Canyon Dr.
Tucson, AZ 85718**

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:
6,301 rentable square feet (r.s.f.), yielding approximately 5,969 ANSI/BOMA Office Area square feet and related space located on the first floor at 240 N. Freeport Dr., Nogales, AZ 85621, together with thirty-one (31) onsite reserved surface parking spaces, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 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 third (3rd) 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 INTENTIONALLY DELETED

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. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9AZ2179 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 8.13 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 9AZ2179 (pages 1-47) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Attachment Number 1 "Mandatory SFO Paragraphs for Lease Projects Using Recovery Act Funds" (pages 1-7);
- c) SFO Amendment Number 1 dated December 28, 2009 (1 page), SFO Amendment Number 2 dated February 2, 2010 (1 Page);
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet nos. 1-2 containing Paragraphs 9-24;
- g) Site Plan (Exhibit "A", page 1, dated 1/14/2010).

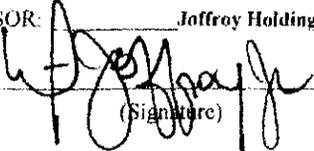
8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 24 have been added.

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

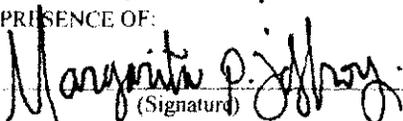
LESSOR: Joffroy Holdings, LLC

BY


(Signature)

(Signature)

IN PRESENCE OF:


(Signature)

4231 E. PONTIAC CANYON DR.
TUCSON, AZ 85718
(Address)

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

BY


CONTRACTING OFFICER, GSA

