

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

March 10, 2011

LEASE NO.

GS-09B-02673

THIS LEASE, made and entered into this date by and between MERCHANTS INFORMATION SOLUTIONS, INC

Whose address is 301 EAST VIRGINIA AVENUE
PHOENIX, AZ 85004

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:

A total of 14,510 rentable square feet (RSF) of office and related space, which yields 13,279 ANSI/BOMA Office Area square feet (USF) of space at Virginia Financial Plaza, 301 East Virginia Avenue, Phoenix, AZ to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are eighteen (18) structured and forty-eight (48) surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 01, 2011 and continuing through May 31, 2016, subject to termination and renewal rights as may be hereinafter set forth. Commencement of lease will coincide with termination of current lease GS-09B-89712.

3. The Government shall pay the Lessor annual rent of \$311,965.00 at the rate of \$25,997.08 per month in arrears for the firm term of June 01, 2011 and continuing through October 31, 2012. Rent for the term thereafter shall be an annual rent of \$253,925.00 at the rate of \$21,160.42 per month in arrears. Rent checks shall be made payable to:

MERCHANTS INFORMATION SOLUTIONS, INC
301 EAST VIRGINIA AVENUE
PHOENIX, AZ 85004

4. The Government may terminate this lease in whole or in part at any time on or after October 31, 2012 by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR: MERCHANT INFORMATION SOLUTIONS, Inc

BY

[Signature]
(Signature)

President & CEO
(Title)

IN PRESENCE OF

[Signature]
(Signature)

301 E Virginia Ave Phx AZ 85004
(Address)

UNITED STATES OF AMERICA

BY

[Signature]
(Signature)

Contracting Officer, General Services Administration
(Official Title)

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9AZ2184 dated November 01, 2010

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

- A. Solicitation for Offers 9AZ2184 dated November 01, 2010, and Amendment(s) I & II dated November 30, 2010 & Amendment III dated February 7, 2011.
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

8. PARAGRAPH 8 IS INTENTIONALLY OMITTED

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 46.44%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$7.82/RSF (\$113,468.20/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0927 (14,510 RSF/ 13,279 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established at \$6.00 per heat pump per hour.

14. PARAGRAPH 14 IS INTENTIONALLY OMITTED

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY _____


(initial)

BY _____


(initial)