

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

DATE OF LEASE: 2/21/2012

LEASE No. GS-09B-02742

THIS LEASE, made and entered into this date between **ONE NORTH CENTRAL LLC**

whose address is: One North Central Ave  
Phoenix, AZ 85004-4414

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:

Approximately 30,993 rentable square feet (r.s.f.), yielding approximately 27,687 ANSI/BOMA Office Area square feet of office space located at One N. Central, One N. Central Avenue, Phoenix AZ 85004-4414 together with 10 onsite, structured parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMMITTED

3. PARAGRAPH 3 IS INTENTIONALLY OMMITTED

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 120 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 OMMITTED

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. 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 5.2 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. GS-09B-02654 and its attachments.
- B. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

**EXCEPTION TO SF2 APPROVED**

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 GS-09B-02742 (50 pages) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Sheet no. 1 containing Paragraphs 9-16;
- c) Sheet no. 2 containing Paragraphs 17-19;
- d) GSA Form 3518A – Representations and Certifications
- e) GSA Form 3517B– General Clauses

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 20 have been added.

# # # #

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

LESSOR: ONE NORTH CENTRAL, LLC

BY PHILIP BREIDENBACH, AUTHORIZED Agent

(Name & Title)



(Signature)

IN PRESENCE OF:

Diana Machado

(Signature)



(Address)

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

BY Regina Nickerson

CONTRACTING OFFICER, GSA: REGINA NICKERSON



