THIS LEASE is made and entered into between

Mesa Unified School District No. 4

("the Lessor") and

THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II of said Exhibit A, to have and to hold for a term of

10 YEARS, 5 YEARS FIRM

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Section 3 herein), subject to the terms and conditions set forth below.

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters relating to this Lease: No person other than those designated below shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer ("LCO") by notice, without an express delegation by the LCO.

FOR THE LESSOR:
(See Exhibit A, Box 18B)

Name: Bobette Sylvester
Title: Assistant Superintendent
Date: February 23, 2012

FOR THE GOVERNMENT:

Susan Dinquel
Lease Contracting Officer
401 W. Washington Street
Suite 170
Phoenix, Arizona 85003

Date: 2/23/12

WITNESSED BY:

Name: Ken Alexander
Title: Director of Audit Services
Date: February 23, 2012

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SECTION 1 RENT AND OTHER TERMS

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

The Annual Rent will be adjusted upon the completion and acceptance of tenant improvements by the Lessor. A preliminary cost to complete the required agency tenant improvements is estimated for a total of $74,385.00. This amount of $74,385.00 (which is not to exceed $159,918.64) is subject to change, and may either increase or decrease based on the final negotiated costs to complete the tenant improvements. This final negotiated amount will amortized over 60 months at a 6.00% interest rate. The final costs for the tenant improvements shall be memorialized in a subsequent Lease Amendment.

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term by providing not less than **90** days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.03 RESERVED

1.04 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)

The following documents are incorporated by reference, as though fully set forth herein:

Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. **1AZ2024**.
Exhibit B, Floor Plan Delineating the Premises
Exhibit C, Agency Specific Requirements Package (ASRP) for [redacted]
Dated 12/6/2010.
Exhibit D, GSA Form 3518, Representations and Certifications (Rev. 1/07)
Exhibit E, GSA Form 3517A.