SECURITY BUILDING AND CENTER

RETAIL SPACE LEASE

between

Maricopa County,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

as Landlord

and

_____

_____

as Tenant

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RETAIL SPACE LEASE

DATE: _____, 2007

PARTIES: MARICOPA COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA
"Landlord"

_____
_____
"Tenant"

AGREEMENT:

In consideration of the following terms and conditions, the parties agree as follows:

1. BASIC LEASE PROVISIONS AND DEFINITIONS.

1.1 **Street Address of Premises:** 234 North Central Ave, Suite _____, Phoenix, Arizona 85003.

1.2 **Landlord's Notice Address:** Maricopa County Department of Finance, Real Estate Manager, 301 W. Jefferson, Suite 960, Phoenix, AZ 85003.

1.3 **Tenant's Notice Address:** _____ _____, .

1.4 **Complex:** The Maricopa County buildings commonly known as the Security Building and Center, shown in plan view on Exhibit "C" and legally described on Exhibit "B", attached. Landlord shall have the right from time to time to add land and building space to the Complex.

1.5 **Premises:** Approximately _____ rentable square feet of retail space, as depicted on Exhibit "C," attached, together with all appurtenances thereto. The Premises shall be measured using BOMA Standard ANSI/BOMA Z65.1-1980. The Premises is located within a multi-story building with an address of 234 North Central Avenue, Phoenix, Arizona (the "Building").

1.6 **Lease Term:** Five (5) Lease Years, with option to renew for an additional five years at market rent.

1.7 **Pro Rata Share:** A fraction, the numerator of which is the number of rentable square feet in the Premises and the denominator of which is the number of rentable square feet in the Complex, in each case as reasonably determined in the first instance by Landlord. If the

average occupancy in any calendar year is less than ninety percent (90%), then the Operating Expenses for such year shall be adjusted to reflect what the Operating Expenses would have been at an average occupancy of ninety-five percent (95%).

1.8 **Operating Expenses:** Defined in Section 8.

1.9 **Real Estate Taxes:** Defined in Section 8.

1.10 **Lease Year:** The twelve (12) full calendar month period commencing on the Commencement Date and each anniversary thereof, unless the Commencement Date does not fall on the first day of a month in which event the first Lease Year shall commence on the first day of the month immediately following the month in which the Commencement Date occurs. Each subsequent Lease Year shall commence on the anniversary of the first Lease Year. The first Lease Year shall include any initial partial calendar month.

1.11 **Annual Base Rent:** Annual Base Rent shall be as follows:

Year	Per Square Foot	Annual Base Rent

1.12 **Monthly Installment:** Monthly Base Rent shall be as follows:

Year	Monthly Installment

1.13 **Additional Rent:** All additional payment obligations of Tenant, including but not limited to Operating Expenses, Real Estate Taxes and any other charges or fees and any cost incurred by Landlord on behalf of Tenant.

1.14 **Security Deposit:** $_____, to be paid to Landlord by Tenant at time the leasehold interest in the Premises is auctioned.

1.15 **Common Area:** Defined in Section 6.

1.16 **Delivery Date:** The date of Landlord's notice to Tenant that Landlord's Work have been substantially completed. The term "substantially completed" shall mean that the work has been completed with the exception of punch list items which can be fully completed prior to the end of Tenant's construction and/or fixturing period without material interference with Tenant's activities.

1.17 **Commencement Date:** The earlier of (i) _____, or (ii) the Delivery Date. Upon determination, Tenant shall, upon Landlord's request, execute and deliver a written statement specifying the Commencement Date, Termination Date and other pertinent dates of the Term.

1.18 **Termination Date:** The last day of the fifth (5th) Lease Year following the Commencement Date.

1.19 **Permitted Use:** Retail food service and/or retail beverage service (Medical clinic) and for no other purpose.

2. PREMISES.

Subject to the terms and conditions herein contained, Landlord hereby leases the Premises to Tenant, and Tenant hereby accepts and leases the Premises from Landlord for the Term, unless sooner terminated pursuant to any provision hereinafter set forth.

3. RENT PAYMENT.

3.1 **Amount and Manner.** Tenant shall pay to Landlord Annual Base Rent in advance in equal Monthly Installments, without setoff or demand, on the first day of each calendar month during the Term of this Lease. Monthly Installments for any fractional month at the commencement or expiration of the Term shall be prorated based upon a thirty (30) day month. Monthly Installments of Annual Base Rent, Operating Expenses and Real Estate Taxes shall be payable by Tenant to Landlord at the address set forth in Section 1.2, above, or at such other place as Landlord shall hereinafter designate in writing. Tenant agrees to pay Monthly Installments of Annual Base Rent, Operating Expenses, and Real Estate Taxes and any other monthly payments due pursuant to the terms of this Lease. Tenant agrees to take such action and execute such documents as Landlord shall deem necessary or desirable to cause the timely payment of funds required under the terms of this Lease.

3.2 **Late Fees.** If any Monthly Installment is not received by Landlord on or before the fifth (5th) day of the applicable calendar month, Tenant agrees to pay Landlord an additional sum equal to five percent (5%) of the total amount overdue, including Monthly Installments of Annual Base Rent, and Additional Rent. Said charge is intended to defray Landlord's interest and administrative expenses, and Tenant acknowledges that such charge represents a fair and reasonable estimate of such expenses, and shall be due and payable for each full or partial calendar month that any Monthly Installment and/or Additional Rent remains unpaid. Further, Landlord shall be entitled to charge a fee of $25.00, to cover its administrative expense, each time a check from Tenant is returned by a bank for insufficient funds.

3.3 **Interest.** In addition to the late charges referred to above, which are intended to defray Landlord's costs resulting from late payments, any late payment of a Monthly Installment or Additional Rent shall, at Landlord's option, bear interest from the due date of any such payment to the date same is paid at eighteen percent (18%) per annum or the maximum lawful rate that Landlord may charge to Tenant under applicable laws, whichever is less. Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's default with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

3.4 **Remeasure.** In the event it is determined that the Premises are comprised of more or less than the rentable square footage stated in Section 1.5, as certified by a contractor or architect reasonably satisfactory to Landlord, the parties agree to enter into a supplemental agreement setting forth the actual rentable square footage of the Premises, as well as, any changes to Tenant's Annual Base Rent and/or Additional Rent.

4. LANDLORD'S WORK; TENANT'S ACCEPTANCE OF PREMISES.

Landlord shall, at its sole cost and expense, complete the work described in the attached Exhibit "D" ("Landlord's Work"). The term "substantially completed" when used in this Lease, shall mean that the work has been completed with the exception of punch list items which can be fully completed prior to the end of Tenant's construction and/or fixturing period without material interference with Tenant's activities. Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's receipt of the Premises and of Landlord's Work in good and satisfactory order, condition and repair. Tenant shall have thirty (30) days from the date on which the Premises is delivered to Tenant to submit to Landlord, its punch list and Landlord shall, thereafter, use diligent efforts to perform such work as may be necessary to complete same in an expeditious manner. Landlord shall have the right to include, as a cost of any work performed by, or at the request of Tenant, a management fee on all Tenant Improvements. Such fee shall not exceed four (4%) percent of the total cost of the Tenant Improvements. In the event Tenant is unable to obtain a building permit for the Tenant Improvements due to non-compliance with building code requirements, Tenant shall revise the plans for such improvements to comply with the building code.

5. OPERATION AND USE OF PREMISES.

5.1 **Use.** Tenant shall use the Premises for the Permitted Use set forth in Section 1.19 and no other purpose. Tenant represents that such use is deemed to be a "place of public accommodation" under the Americans with Disabilities Act of 1990 (the "ADA") and Tenant shall comply with Title III of the ADA and its regulations concerning the design, use and occupancy of the Premises, including, without limitation, (i) provision for full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the Premises as contemplated by and to the extent required under the ADA and (ii) compliance relating to the design, layout, renovation, alteration or improvement to the Premises made or requested by Tenant at any time with or without Landlord's consent.

5.2 **Legal Compliance.** Tenant shall, at its expense, comply with all laws, governmental orders, regulations, rules, and local ordinances regarding (a) any of the Permitted Uses described in Section 1.19, (b) the condition of the Premises to the extent Tenant is responsible therefor pursuant to this Lease, and (c) improvements and equipment constructed in or installed upon the Premises by Tenant including, but not limited to, warehouse racking. Upon receipt of any notice of noncompliance, Tenant shall promptly notify Landlord in writing. Landlord shall comply with all laws, governmental orders, regulations, rules and local ordinances relating to: (i) the Common Areas, (ii) the initial construction of Landlord's Work, and (iii) the exterior surfaces, structural elements, foundation and roof of the Building, and the

costs and expenses associated with such compliance by Landlord shall be included in Operating Expenses.

5.3 **Objectionable Material.** Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the Complex or interfere with the use of the respective premises. Without Landlord's prior written consent, Tenant shall not receive, store, or otherwise handle any product, material or merchandise which is hazardous, toxic, explosive or highly flammable other than reasonable quantities thereof incidental to the conduct of Tenant's business which are stored, used and disposed of in compliance with all applicable legal requirements. Tenant shall promptly provide to Landlord a detailed list of such materials used in the conduct of Tenant's business. Outside storage of any type of equipment, property or materials by Tenant, its agents, employees, customers or suppliers shall be permitted only with the prior written consent of Landlord. Tenant shall store all rubbish within the Premises and, at Tenant's expense, arrange for the regular collection of rubbish and janitorial services.

5.4 **Rules and Regulations.** Landlord reserves the right from time to time to adopt and amend rules and regulations concerning use of the Common Area and Premises, with which Tenant agrees to comply ("Rules and Regulations"). A copy of the current Rules and Regulations is attached as Exhibit "F."

5.5 **Insurance Risk.** Without Landlord's consent, Tenant shall not use the Premises in any way which could increase insurance rates, or disallow any sprinkler or other credits, or invalidate any policy of insurance with respect to the Premises, Building or Complex or Tenant's operations therein.

6. COMMON AREA.

The term "Common Area" means the entire area designed for common use or benefit within the Complex. The Common Area shall at all times be subject to the exclusive control and management of Landlord and may be expanded, contracted, improved or changed by Landlord from time to time as deemed desirable. Subject to the Rules and Regulations, the Common Area is hereby made available to Tenant and its employees, agents, customers, and invitees for their reasonable nonexclusive use in common with other tenants of the Complex, their employees, agents, customers, invitees, and to Landlord for the purposes for which constructed. Tenant shall not in any manner obstruct the Common Area. Landlord shall have the right to change the area, location, and arrangement of the Common Area; to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Area, to close all or any portion of the Common Area to such extent as may be necessary; to add or remove improvements; and to do and perform such other acts in and to the Common Area and improvements as Landlord shall determine to be advisable with a view to the improvement and convenient use thereof. No exhibit attached to this Lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Building or Complex or the occupants thereof.

7. MAINTENANCE OBLIGATIONS.

7.1 **Landlord's Responsibilities.** Landlord shall keep the Common Area, exterior surfaces, structural elements, foundation and roof of the Building in good order and repair and the expense of such activities shall be an Operating Expense. Notwithstanding the foregoing, Landlord shall not be required to make any repairs which become necessary as a result of any act or omission of Tenant, its agents, representatives, contractors, employees or customers.

7.2 **Tenant's Responsibilities.** Throughout the Term of this Lease Tenant shall be responsible for the cost of maintaining the heating and air conditioning equipment (including, without limitation, motors, compressors, coils and heat exchangers) (collectively, the "HVAC Equipment"). Tenant shall be obligated for the cost and expense of keeping and maintaining the remainder of the Premises including all plumbing, doors, windows, locks, electrical facilities and fixtures therein in good, safe and working order, condition and repair. Tenant agrees to reimburse Landlord for the cost of replacing and renewing, with like kind and quality, any parts of the Premises that may become too worn to be repaired, so that, at all times, the Premises shall be in good, safe and working order, condition and repair. Tenant shall not permit waste to the Premises. However, there shall be no obligation on the part of Tenant to comply with any laws which may require structural alterations, or additions, unless made necessary by any act, work, use or omission by Tenant.

8. OPERATING EXPENSES AND REAL ESTATE TAXES.

Landlord and Tenant hereby agree that it is the intention of the parties that this Lease shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Annual Base Rent specified in Section 1.11. In addition to the Monthly Installments of Annual Base Rent, commencing on the Commencement Date, Tenant shall pay on a monthly basis as Additional Rent during the Term hereof all costs and expenses of every kind relating to the Premises, including but not limited to utilities and Tenant's Pro Rata Share of "Operating Expenses," which shall mean the costs and expenses incurred by Landlord in managing, cleaning, operating, maintaining, repairing and insuring the Complex and the real property described on Exhibit "B" and the amortized cost over the anticipated useful life of (but not the entire capitalized cost of): (i) equipment used in maintenance; and (ii) capital improvements necessary to preserve or maintain the Complex and all improvements to the real property on which the Complex is situated or required by any law, rule, regulation or order of any governmental or quasi-governmental authority.

Operating Expenses shall include, but not be limited to, the total cost incurred for fire and extended coverage and liability insurance premiums due and payable with respect to the entire Complex; water; sewer; gardening, lawn and landscape care; paving maintenance, repair and replacement; snow removal; line painting; sign maintenance; exterior maintenance and repair, including roofs and building exteriors; security equipment and services and the costs of personnel and contractors to implement said services; and Landlord's management fees and administrative costs (Landlord's total management fee for the Complex shall not exceed a

maximum of five percent (5%) of the gross costs of the Complex, with gross costs defined as the gross amount paid by Landlord for charges or otherwise for the use and/or occupancy of the Complex or for any services, equipment, or furnishings provided by Landlord in connection with such use and/or occupancy).

In addition, Tenant shall pay on a monthly basis as additional rent during the Term hereof its Pro Rata Share of the real estate taxes and installments of special assessments levied or assessed with respect to the Complex ("Real Estate Taxes") in the applicable year. In the event of any refund of Real Estate Taxes with respect to a year for which Tenant has paid its Pro Rata Share of Real Estate Taxes, Landlord shall, in Landlord's discretion, either promptly pay to Tenant its Pro Rata Share of the amount of the refund after deduction of Landlord's costs incurred in obtaining such refund, or apply such amount as a credit against Tenant's future monthly installments of its Pro Rata Share of Real Estate Taxes. Tenant shall pay to Landlord, in addition to and along with the rental otherwise payable hereunder, a sum equal to the aggregate of any municipal, city, county, state or federal excise, sales, use or privilege taxes legally levied or imposed, or hereafter legally levied or imposed, during the term hereof or any extension or renewal hereof, against or on account of the amounts payable hereunder or the receipts thereof by Landlord (except state, federal or any other income taxes imposed or levied against Landlord), which shall be paid monthly with the installments or rental as hereinabove provided.

Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each twelve (12) month period commencing and ending on dates designated by Landlord, each installment being due on the first day of each calendar month. If at any time during such twelve (12) month period, it shall appear that Landlord has materially underestimated or overestimated Operating Expenses or Real Estate Taxes, Landlord may re-estimate Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes and may bill Tenant for any deficiency or credit Tenant for any surplus which may have accrued during such twelve (12) month period and thereafter the monthly installment payable by Tenant shall also be adjusted. Within one hundred (100) days after the end of each such twelve (12) month period, Landlord shall deliver to Tenant a statement of Operating Expenses and Real Estate Taxes for such twelve (12) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, and each party hereby agrees that Tenant shall pay Landlord or Landlord shall credit Tenant' s account (or, if such adjustment is at the end of the Term, pay Tenant), within thirty (30) days of receipt of such statement, the amount of any excess or deficiency in Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes paid by Tenant to Landlord during such twelve (12) month period. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligations hereunder. Tenant shall have the right from time to time (but not exceeding once in any 12 month period) to examine books and records relating to Operating Expenses, including the right to conduct audits at Tenant's expense. Such examinations and audits shall be performed at Landlord's offices during normal business hours and on reasonable prior written notice to Landlord.

9. REPAIRS-ALTERATIONS.

Tenant shall not damage the Premises and shall not permit waste to the Premises. Tenant shall not make any improvements, additions or alterations to the Premises, or install any equipment which defaces the Building interior or exterior or negatively affects the structural or mechanical components of the Building, without the prior written consent of Landlord. No machinery or equipment shall be bolted or otherwise physically attached to the floors or walls of the Premises without the prior written consent of Landlord. Landlord may condition Landlord's approval upon the condition that any such machinery, equipment, improvements, additions or alterations be removed at Tenant's expense upon the termination of this Lease. Tenant shall pay for any repairs necessary as a result of removal of any such machinery, equipment, improvements, additions or alterations. Tenant shall not install any wireless local area network at the Premises without Landlord's prior written approval. Within thirty (30) days of receipt of all information necessary for Landlord to evaluate the Tenant's requested wireless local area network installation, Landlord, at Landlord's sole discretion, will approve or disapprove the requested wireless local area network installation.

10. UTILITIES AND OTHER SERVICES.

Tenant shall pay the cost for all utilities (including, without limitation, gas and electricity) and Tenant shall pay for all janitorial services furnished to the Premises. In the event that Landlord determines, in Landlord's reasonable discretion, that Tenant's water usage is disproportionately high compared with other tenants in the Complex, Landlord may charge Tenant directly for such excess consumption. Landlord shall not be liable for damages for failure of heat, hot or cold water, air conditioning, sewer service, electric current, gas, or any other service by reason of breakdown of plant, equipment, or apparatus, shut-down of any thereof for necessary repairs or alterations or due to unavailability of fuel, water or any other substance or utility, war, civil disturbance, strike, lockout, fire, flood, casualty, governmental regulations, or other conditions beyond Landlord's reasonable control.

11. LANDLORD'S ACCESS.

Upon one business day's prior notice, except in an emergency, Landlord may enter the Premises during the Term hereof at all reasonable hours for the purpose of inspection, verifying Tenant's compliance with this Lease or making repairs or improvements to the Premises or any other portion of the Building, or for the purpose of exhibiting the same to prospective purchasers, brokers, lenders or others, or during the last 12 months of the Term or any Renewal Term, prospective tenants. In an emergency Landlord may enter the Premises at any time without notice to take such action as Landlord deems to be prudent or necessary.

12. INDEMNITY AND NON-LIABILITY.

12.1 **Indemnity.** Tenant shall defend, indemnify and hold harmless Landlord, and Landlord's employees and agents, from and against any and all claims arising from Tenant's use of the Premises, Building or Complex, or from the conduct of Tenant's business or from any activity, work, or thing done, permitted, or suffered by Tenant in or about the Premises or the Building or Complex and shall further defend, indemnify and hold harmless, Landlord and

Landlord's employees and agents, from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Notwithstanding any foregoing provisions hereof to the contrary, Tenant shall have no obligation to indemnify Landlord from and against any claims directly resulting from Landlord's grossly negligent actions or omissions.

Landlord shall defend, indemnify and hold harmless Tenant, and Tenant's employees and agents, from and against any and all claims arising from Landlord's ownership of the Complex or any activity, work, or thing done, permitted or suffered by Landlord in or about the Complex, and shall further defend, indemnify and hold harmless Tenant and Tenant's employees and agents from and against any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease or arising from any negligence of Landlord, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord upon notice from Tenant shall defend the same at Landlord's expense by counsel satisfactory to Tenant. Notwithstanding any foregoing provisions hereof to the contrary, Landlord shall have no obligation to indemnify Tenant from and against any claims directly resulting from Tenant's negligent actions or omissions.

12.2 **Waiver.** Tenant, as a material part of the consideration to Landlord for this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause except to the extent caused by the gross negligence or willful misconduct of Landlord. Tenant hereby waives all claims in respect thereof against Landlord.

12.3 **Liens.** Tenant shall have no power to do any act, or to make any contract, that may create, or be the foundation for, any lien against the Premises, the Complex, or any portion thereof; and, should any such lien be filed, Tenant, at its own cost and expense, shall bond for or discharge the same within thirty (30) days after the filing thereof. Tenant agrees to pay all sums of money in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant in or about the Leased Premises which may be secured by any mechanic's, materialmen's or other lien against the Leased Premises or Landlord's interest therein and will cause each such lien to be discharged at the time performance of any obligation secured thereby matures, provided that Tenant may contest such lien upon posting a surety bond pursuant to A.R.S. § 33-1004, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event Tenant shall forthwith pay and discharge said judgment. Additionally, Tenant shall include the following language in all contracts related to improvements or other work performed related to the Premises:

"Pursuant to A.R.S §33-981 notice is hereby given that improvements made by any party upon the Premises are not authorized, as that term relates to interests in liens under §33-981, by Owner/Landlord, or its agents, and that all improvements are being made at the instance of the "Tenant."

12.4 **Non-liability.** Unless directly resulting from facilities controlled by Landlord and from Landlord's grossly negligent act or omission and Tenant has notified Landlord, Landlord shall not be liable to Tenant for any damage occasioned by: plumbing, electrical, gas, water, steam or other utility pipes, systems, and facilities, or by the bursting, stopping, leaking or running of any tank, washstand, or other pipes in or about the Premises or Building by water being upon or coming through the roof, or any skylight, vent, trapdoor or otherwise or arising from any act or omission of any third party or any tenant of the Complex, its agents, contractors or employees.

13. INSURANCE.

13.1 **Liability Coverage.** Tenant shall, at its expense, obtain and keep in force during the term of this Lease, including any renewal term, a commercial general liability insurance policy with a combined single limit of not less than $3,000,000 covering bodily injury to one or more persons and property damage with deductibles in an amount reasonably satisfactory to Landlord. All policies of insurance required to be provided hereunder by Tenant shall be issued by insurer(s) licensed and qualified to do business in the State of Arizona, with a current A.M. Best Company rating of at least AVII. The policy shall be primary and shall name Landlord and any Mortgagee (as defined in Section 17) as additional insured(s) and shall cover the entire Complex. Tenant shall increase its liability coverage as may be reasonably requested by Landlord, if Landlord presents evidence that customary insurance coverage limits for similar facilities in the Metropolitan Phoenix market area have increased. The establishment of insurance requirements shall not limit the liability of Tenant under this Lease.

Landlord shall, as a portion of Operating Expenses, obtain and keep in force with a financially responsible insurance company, during the Term, including any renewal term, a commercial general liability insurance policy with a combined single limit of not less than $3,000,000 covering bodily injury to one or more persons and property damage.

13.2 **Certificates.** Tenant shall deliver to Landlord certificates of insurance, making specific reference to the Complex and the Premises, evidencing the existence and amounts of the policies of insurance required pursuant to this Section 13, as well as the deductibles. No such policy shall be nonrenewable, cancelable or subject to material reduction of coverage or other material modification except after thirty (30) days' prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policy, furnish Landlord with renewals or "binders" thereof.

It is expressly understood by Tenant that the receipt of any required insurance certificate(s) by Landlord hereunder does not constitute agreement that the insurance requirements of this Section 13 have been fully met of that the insurance policies indicated on the certificate are in compliance with all requirements of this Section 13. Further, the failure of

Landlord to obtain certificates or other evidence of insurance from the Tenant shall not be deemed a waiver by Landlord. Non-conforming insurance shall not relieve Tenant of its obligation to provide the insurance specified herein. Any failure of Tenant to obtain, maintain, or provide copies or certificates of any insurance required hereunder shall constitute a material and continuing breach of this Lease.

13.3 **Property Coverage.** Tenant shall maintain in effect, with a financially responsible insurance company, policies of property insurance covering the full insurable value of all improvements (other than those described in Exhibit "E"), additions or alterations to the Premises made without Landlord's written consent, and all of Tenant's machinery, equipment, furniture, fixtures and personal property. Such policies of insurance shall provide protection for Tenant against all casualties included under standard insurance industry practices within the classification of "Fire and Extended Coverage" and shall contain a waiver of subrogation releasing Landlord from all claims and liabilities arising from or caused by any hazard covered by Tenant's property insurance. The proceeds from said insurance shall be used to repair or reconstruct such insured property to the extent required under Section 15 of this Lease.

Additionally, Tenant shall maintain business interruption insurance in an amount adequate to cover losses incurred by Tenant as a result of any damage or destruction to the Building as described in Section 15 of this Lease

Landlord shall, as a portion of Operating Expenses as defined in Section 8 of this Lease, maintain in effect, with a financially responsible insurance company, policies of property insurance covering the Complex including Landlord's Work as described in Exhibit "D" and Tenant's Improvements as described in Exhibit "E," (other than the property required to be insured by Tenant in the preceding paragraph, and other tenant improvements and tenant property) on a replacement cost basis.

13.4 **Release.** Notwithstanding anything apparently to the contrary elsewhere in this Lease, Tenant hereby mutually releases and relieves Landlord from all claims and liabilities arising from or caused by any hazard covered by property insurance on the Premises or covered by property insurance in connection with property on or activities conducted in or about the Premises or Complex or covered by the property insurance required hereunder, regardless of the cause of the damage or loss, provided that this release shall apply only to the extent that such loss is covered by such property insurance. Tenant shall, at the earlier of the date of obtaining insurance coverages or the Commencement Date, give notice to the insurance carriers involved that the foregoing waiver of liability and subrogation is contained in this Lease.

14. ASSIGNMENT, SUBLETTING AND CORPORATE TRANSACTIONS.

14.1 **Lease Transfers. (a)** Tenant shall not cause or permit, by operation of law or otherwise, any assignment, sublease, encumbrance, or transfer (a "Lease Transfer") of this Lease or any estate or interest herein without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, denied or delayed. It shall be deemed reasonable for Landlord to withhold its consent to a Lease Transfer if Tenant is in default under the terms of the Lease or if the proposed Transferee (as defined below) refuses to provide the financial assurances, including personal or corporate guarantees, reasonably necessary in order to assure

its ability to honor the obligations of Tenant under the Lease. Landlord may also withhold consent in the event the use proposed by the Transferee deviates from the Permitted Use hereunder or overly burdens the Complex parking area or other facilities.

If Tenant wishes to transfer any of its rights, Tenant shall submit in writing to Landlord (a) the name and legal composition of the proposed assignee, subtenant or other transferee (a "Transferee"); (b) the nature of the business proposed to be carried on in the Premises; (c) the terms and provisions of the proposed Lease Transfer; (d) such financial and other information concerning the proposed Transferee as Landlord may reasonably request; (e) the form of the proposed assignment, sublease or other agreement governing the proposed Lease Transfer, and (f) a reminder that failure to respond within thirty (30) days is deemed an approval of the request. Within thirty (30) days after Landlord receives all such information it shall notify Tenant whether it approves such Lease Transfer or if it elects to proceed under Section 14.1(b). In no event may Tenant publicly advertise or offer all or any portion of the Premises for assignment or sublease without Landlord's prior written consent and in no event at a rental less than that then sought by Landlord for a direct lease (non-sublease) of comparable space in the Building. Without Landlord's prior written consent, Tenant will not use the name or likeness of the Building in connection with or in promoting or advertising the Premises. Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with any proposed Lease Transfer. Attempted assignment or subletting without Landlord's prior written consent shall constitute a material breach of this Lease. Failure of Landlord to respond within thirty (30) days after receipt of all of the information listed above shall be deemed approval by Landlord of the proposed Lease Transfer.

Neither this Lease nor any estate thereby created shall pass to any trustee or receiver in bankruptcy or any assignee for the benefit of creditors, or by operation of law.

In the event that Landlord shall consent to a subletting of all or any portion of the Premises under a sublease which obligates the subtenant to pay a rental at a rate in excess of Tenant's Annual Base Rent as set forth in Section 1.11, above, then Landlord and Tenant shall share the excess rental as paid by the subtenant on a 50%/50% basis.

(b) Notwithstanding any of the above provisions of this Section 14 to the contrary, if Tenant notifies Landlord that it desires to enter into a Lease Transfer and such Lease Transfer requires Landlord's consent, then Landlord, in lieu of consenting to such Lease Transfer or withholding its consent, may elect to terminate this Lease (in the case of an assignment or a sublease of the entire Premises), or to terminate this Lease as it relates to the space proposed to be subleased by Tenant (in the case of a sublease of less than the entire Premises). In such event, this Lease (or portion thereof) will terminate on the date the Lease Transfer was proposed to be effective, and Landlord may lease such space to any party, including the prospective Transferee identified by Tenant.

14.2 **Corporate Transactions**. Tenant shall not, without Landlord's written consent, cause or permit, by operation of law or otherwise, any of the following transactions (collectively referred to as "Corporate Transactions") which would have a material adverse affect on Tenant's creditworthiness, including, but not limited to, transactions which significantly reduce Tenant's

ongoing operating income or tangible net worth (excluding goodwill): (a) a merger; (b) a sale of all or a portion of Tenant's business; (c) change in the ownership or control of 50% or more of the outstanding capital stock of Tenant if Tenant is a corporation; (d) if Tenant is a partnership, any change in the identity of any general partner; (e) any conversion of a corporation or partnership to a limited liability corporation, limited liability partnership or limited liability limited partnership; or (f) a transfer of assets, customers, or a significant business component to a subsidiary, affiliate, or parent company. Landlord's consent shall not be unreasonably withheld, conditioned, denied or delayed except as provided for herein. It shall be deemed reasonable for Landlord to withhold its consent to a Corporate Transaction if the proposed Purchaser or transferee refuses to provide the financial assurances, including personal or corporate guarantees, reasonably necessary in order to assure its ability to honor the obligations of Tenant under the Lease.

If Tenant wishes to consummate a Corporate Transaction that would have a material adverse affect on Tenant's financial condition, Tenant shall submit in writing to Landlord (a) the name and legal composition of the proposed purchaser or other transferee (collectively, the "Purchaser"); (b) the terms and provisions of the proposed Corporate Transaction; (c) current audited financial statements and such other information concerning the proposed Purchaser or the financial structure of the Purchaser, as Landlord may reasonably request; and (d) the form of the proposed agreement governing the proposed Corporate Transaction. Within thirty (30) days after Landlord receives all such information it shall notify Tenant whether it approves such Corporate Transaction, or what financial assurances would be acceptable to Landlord to effectuate Landlord's approval.

14.3 **Name Change.** In the event Tenant elects to change its name, and such name change is not a Lease Transfer or Corporate Transaction requiring Landlord's consent, Tenant shall provide Landlord with written notice specifically stating that such name change is not a Lease Transfer or Corporate Transaction requiring Landlord's consent and a copy of the appropriate documentation issued by the office of the applicable Secretary of State.

14.4 **No Release of Tenant.** Notwithstanding anything to the contrary contained in this Section 14, no consent by Landlord to any Lease Transfer or Corporate Transaction shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Lease Transfer or Corporate Transaction, and the Transferee or assignee shall be jointly and severally liable with Tenant for the payment of rent (or, in the case of sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Lease Transfer or Corporate Transaction shall not relieve Tenant or any such Transferee or assignee from the obligation to obtain Landlord's express prior written consent to any subsequent Lease Transfer or Corporate Transaction. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Lease Transfer or Corporate Transaction.

15. DAMAGE OR DESTRUCTION.

15.1 **Damage to Premises Covered by Insurance.** Subject to the terms of Section 15.5 of this Lease, if the Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance (the "Event") so as to become partially or totally untenantable, the Premises shall be repaired and restored by Landlord and Tenant with due diligence. The repairs shall commence as soon as reasonably possible following the Event. Landlord's obligation to repair and restore shall be limited to the restoration of the work designated as Landlord's Work in Exhibit "D" and Tenant Improvements in Exhibit "E" and Tenant shall be obligated to restore the remainder of the Premises.

15.2 **Damage to Premises not Covered by Insurance.** If the Premises shall at any time be damaged or destroyed by a casualty not insurable under standard fire or extended coverage insurance so as to become partially or totally untenantable, then Landlord shall have the right to either repair and restore the work designated as Landlord's Work in Exhibits "D" and "E" as it relates to the Premises or to terminate this Lease. Such election shall be made by Landlord upon notice to Tenant within 60 days after the occurrence of such casualty. If Landlord elects to restore its work, such work shall not exceed what is required to restore the Premises to a condition similar to that at the time of the original delivery of the Premises to Tenant and, then Tenant shall be required to repair with diligence the remainder of the Premises. If Landlord elects to terminate this Lease, this Lease shall terminate 60 days after the date of the occurrence of such casualty and all rent shall be adjusted as of such date of termination.

15.3 **Destruction of the Complex.** If all or any portion of the Complex shall be damaged or destroyed by fire or other cause (regardless of whether the Premises may be affected thereby) to the extent that the cost of restoration thereof would exceed 25% of the amount it would have cost to replace the Complex in its entirety at the time such damage or destruction occurred, then Landlord may elect to repair that portion of the Complex owned by Landlord within a reasonable time after such damage or destruction, provided that Landlord shall not be obligated to expend for such rebuilding and repairing an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage or destruction, or Landlord may elect to terminate this Lease upon 30 days notice to Tenant, which notice shall be given, if at all, within 60 days after the date of such occurrence. In the event of such termination, this Lease shall cease 30 days after such notice is given and all rent shall be adjusted as of that date.

15.4 **Rent Abatement.** Landlord shall maintain a twelve (12) month rental coverage endorsement or other comparable form of coverage as part of its fire, extended coverage and special form insurance. Tenant will receive an abatement of its Annual Base Rent and Additional Rent to the extent the Premises are rendered untenantable as determined by the carrier providing the rental coverage endorsement.

15.5 **Destruction Cancellation**. If the Premises are damaged or destroyed to the extent that the cost of the restoration would exceed 25% of the amount it would have cost to replace the Premises in their entirety at the time such damage or destruction occurred, and if the unexpired portion of the Term of this Lease shall be one year or less on the date of the damage or destruction, then Landlord may elect to terminate this Lease by giving notice to Tenant of its

election to do so within sixty (60) days after such occurrence. If Landlord exercises such right, then this Lease shall cease as of the date of such notice and all rent and other charges payable by Tenant shall adjusted as of that date.

15.6 **Waiver.** Notwithstanding the destruction of or injury to the Premises or any part thereof, whether or not the same is rendered untenantable or unfit for occupancy, Tenant shall have no right under A.R.S. § 33-343, or otherwise, to quit and surrender possession and shall have no right to any abatement of rent except as specifically provided in this Article 15.

16. EMINENT DOMAIN.

Except as may be otherwise agreed to by Landlord and Tenant as provided in this Section, if all of the Premises, or such portion of the Premises as renders the remainder impractical for the Permitted Use, are taken by any public authority under the power or threat of eminent domain or by private purchase in lieu thereof, then the term of this Lease shall cease as of the date possession shall be taken by such public authority, and Landlord shall make a pro rata refund of any Annual Base Rent that may have been paid in advance. In the event that less than the entire Complex is so taken and the Premises are not in that portion of the Complex so taken and provided the Premises are not rendered untenantable thereby, then this Lease shall terminate only at the option of Landlord. In the event that only a part of the Premises is so taken and the parties agree that this Lease shall not so terminate, there shall be a pro rata reduction in Annual Base Rent for the period following such taking, and all other terms and provisions hereof shall remain in full effect. All damages awarded for any such taking shall belong to and be the property of Landlord for diminution in value to this leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any portion of the award made to Tenant for loss of business, depreciation to and cost of removal of stock and fixtures.

17. MORTGAGEE PROTECTION.

17.1 **Subordination of Lease.** This Lease shall be subject and subordinate at all times to the lien of any existing mortgage and other financing documents and the lien of any mortgages and other financing documents that hereafter may be made a lien upon the Building and the real property upon which it is situated; provided, however, that the secured party named in each such mortgage or other financing document (a "Mortgagee") shall agree to recognize this Lease in the event of foreclosure if Tenant is not then in default and if Tenant agrees to attorn to such Mortgagee as Landlord under this Lease. In the event a Mortgagee elects to have this Lease a prior encumbrance, then and in such event upon Mortgagee notifying Tenant to that effect, this Lease shall be deemed a prior encumbrance whether this Lease is dated prior or subsequent to the date of Mortgagee's encumbrance. Within ten (10) business days following Landlord's request, Tenant will execute and deliver a subordination agreement in substantially the form of Exhibit "H" attached hereto and other documents desirable to effect the purpose of this Section 17.1; provided, however, that each Mortgagee shall agree to recognize this Lease in the event of foreclosure if Tenant is not then in default. In the event Tenant fails to comply with the foregoing requirements within ten (10) business days following Landlord's request, this Section 17.1 shall constitute Tenant's appointment of Landlord as its attorney-in-fact to execute any

certificates of subordination and other accounts desirable to effect the purpose of this Section 17.1.

17.2 **Insurance.** Whenever under this Lease policies of insurance or bonds are to be provided for the benefit of Landlord, the same shall, at the option of Landlord, be made payable to and shall secure Landlord and/or any Mortgagee.

17.3 **Estoppel Certificate.** Tenant shall, within five (5) business days following a request from Landlord, execute and deliver to Landlord an Estoppel Certificate in substantially the form of Exhibit "I" attached hereto, attesting to the terms and condition of this Lease and the compliance to date of Landlord with the terms and conditions of this Lease and such other matters as requested by Landlord concerning the tenancy of Tenant under this Lease. In the event that Tenant asserts any default by Landlord, Tenant shall set forth such alleged default or defaults upon the said certificate in detail and attest to the fact that those listed defaults are the only defaults by Landlord hereunder.

17.4 **Mortgagee's Performance.** Tenant agrees to give to any Mortgagee(s), by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing of the address of such Mortgagee, which notice shall state that it is given pursuant to this Section of the Lease and that copies of notices shall be sent to such Mortgagee. If Landlord shall have failed to cure such default within thirty (30) days from the effective date of such notice of default or such longer time as Landlord may be provided under this Lease, then the Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default and this Lease shall not be terminated so long as such remedies are being diligently pursued.

17.5 **Amendment of Lease for Mortgagee's Purposes.** In the event a Mortgagee succeeds to the interest of Landlord hereunder and is advised by its counsel that all or any portion of the rent payable by Tenant hereunder is or may be deemed to be unrelated business income within the meaning of the United States Internal Revenue Code or Regulations issued thereunder, Mortgagee, as Landlord, shall have the right at any time from time to time to amend unilaterally the provisions of this Lease, and Tenant agrees that it will execute all documents necessary to effect any such amendment, provided that no such amendment shall increase Tenant's payment obligations or other liability under this Lease or reduce Landlord's obligations hereunder.

18. (This Section Intentionally Deleted)

19. SIGNAGE.

Tenant, at its sole cost and expense, shall be permitted to place one building standard sign containing Tenant's name next to the door(s) to the Premises, the size and design of said sign to be subject to Landlord's and City of Phoenix's approvals. No other signage shall be displayed by Tenant without the prior written consent of Landlord. Tenant shall be responsible, at its sole cost and expense, to maintain, repair, and clean the signage, as is reasonably necessary.

20. ENVIRONMENTAL COMPLIANCE

I. (a) Landlord represents, to the best of its knowledge, that on the Commencement Date, there is no Hazardous Material in the Complex or on the Premises in violation of any Environmental Law. Landlord hereby agrees that if at anytime during the term of this Lease it should be determined that the Complex or Premises were contaminated with Hazardous Material on the Commencement Date of this Lease or thereafter because of any acts or omissions of Landlord, Landlord agrees to indemnify and hold Tenant harmless from any and all claims, liabilities, damages and obligations of any nature arising from or as a result of such contamination.

II. Tenant represents, warrants, and covenants to Landlord that:

(a) Tenant will cause the Premises at all times to be and remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (f), all as amended and modified from time to time (collectively, "Environmental Laws"). Tenant agrees to obtain and keep in effect all governmental permits and approvals relating to the use or operations of the Premises required by applicable Environmental Laws, and Tenant agrees to comply with the terms of the same.

(b) Tenant will not generate, manufacture, store, treat, transport, release, or dispose of "Hazardous Material," as that term is defined in subparagraph (f), on, in, under, about or from the Premises, Building or Complex, other than in such quantities as are required for the conduct of Tenant's business allowed under this Lease, and other than those lawfully incorporated into the Premises, in keeping with good construction practices, as appropriate building materials, and then only in compliance with all Environmental Laws, health, safety, handling, reporting and disclosure laws, regulations and rules. Tenant shall promptly provide to Landlord upon written request, but not more often than once in any twelve month period unless Landlord has reasonable cause to believe that Tenant is not in compliance with this Section 20, a detailed list of such materials used in the conduct of Tenant's business or incorporated in the Premises, together with copies of all applicable permits related to such materials, if any. If any Hazardous Material (other than as permitted in the foregoing sentence) is found on the Premises, or if Tenant or any one of its employees, agents, contractors, suppliers or invitees causes, contributes to or aggravates any release or disposal of any Hazardous Material on, in, under or about the Premises, Building, or Complex, Tenant, at its own cost and expense will immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the complete satisfaction of Landlord and the appropriate governmental authorities.

(c) Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to Tenant's compliance with Environmental Laws. Tenant will, at its sole cost, promptly

cure and have dismissed with prejudice any such action. Tenant will keep the Premises, Building and Complex free of any lien imposed pursuant to any Environmental Laws on account of Tenant's generation, manufacture, storage, treatment, transportation, release, or disposal of Hazardous Material.

(d) If Tenant breaches or fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any Hazardous Material (other than those expressly authorized herein) from the Premises, Building or Complex. The costs of such Hazardous Material removal and any other cleanup (including transportation and storage costs) will be additional rent under this Lease, whether or not a court or administrative agency has ordered the cleanup, due and payable on Landlord's demand. Tenant thereby grants Landlord, its employees, agents and contractors, access to the Premises to remove or otherwise clean up any Hazardous Material. Landlord, however, has no affirmative obligation under this Lease to remove or otherwise clean up any Hazardous Material, from the Premises, Building or Complex and nothing in this Lease will be construed as creating any such obligations.

(e) Tenant agrees to indemnify, defend, and hold Landlord and Landlord's affiliates, shareholders, partners, directors, officers, employees and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, asserted, or awarded against Landlord or any of them in connection with or arising from or out of Tenant's obligations hereunder.

This indemnification is the personal obligation of Tenant and shall survive termination of this Lease. Tenant, its successors, and assigns waive, release, and agree not to make any claim or bring any cost recover action against Landlord under CERCLA, as that term is defined in subparagraph (f), or any state equivalent or any similar law now existing or enacted after this date.

(f) For purposes of this Lease "Hazardous Material" means:

i. "Hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. #9601, et seq., as amended to and after this date.

ii. "Hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. #6901, et seq., as amended to and after this date.

iii. Any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state,

or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to and after this date.

iv. Crude oil or any fraction of it that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

v. Any radioactive material, including any source, special nuclear, or by product material as defined at 42 U.S.C. #201 1, et seq., as amended to and after this date.

vi. Asbestos in any form or condition.

vii. Polychlorinated biphenyl's (PCB's) or substances or compounds containing PCB's.

viii. Any Bio-Hazardous materials.

(g) Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease term.

21. DEFAULT.

21.1 **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

(a) Tenant fails to make any Monthly Installment or Additional Rent payment when due.

(b) Tenant fails to make any Monthly Installment or Additional Rent payments when due under this Lease two (2) or more times during any twelve (12) month period during the Term.

(c) Tenant abandons the Premises; provided, however, that vacation of the Premises by Tenant, by itself, shall not constitute an Event of Default hereunder.

(d) Tenant fails to comply with any of the provisions of Section 20 - Environmental Compliance.

(e) Any guarantor of this Lease is in default under any guaranty of this Lease.

(f) Tenant fails, within thirty (30) days after the commencement of any proceedings against Tenant seeking relief under any reorganization, arrangement, consolidation, readjustment, liquidation, dissolution or similar arrangement or proceeding under any state or federal bankruptcy or other statute, law or regulation, to have such proceedings dismissed, or Tenant fails, within thirty (30) days after any appointment pursuant to any state or federal bankruptcy or other statute, law or regulation, without Tenant's consent or acquiescence, of any trustee, receiver or liquidator for the Premises, for Tenant or for all or any substantial part of Tenant' s assets, to have such appointment vacated.

(g) Tenant fails to perform or comply with any provision of this Lease other than those described in (a) through (f) above, and such failure is not cured within fifteen (15) days after notice to Tenant or, if such failure cannot be cured within such fifteen (15) day period, Tenant fails within such fifteen (15) day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice; provided, however, that if Landlord in its reasonable judgment determines that such failure cannot or will not be cured by Tenant within such ninety (90) days, then such failure shall constitute an Event of Default immediately upon such notice to Tenant.

21.2 **Remedies.** Upon the occurrence of an Event of Default, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) If Tenant shall have vacated or abandoned the Premises, Landlord may, without terminating this Lease, change the locks on the doors to the Premises and exclude Tenant therefrom.

(b) Landlord may, upon notice to Tenant, terminate this Lease, or without notice to Tenant re-enter the Premises without terminating this Lease. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a notice of such intention is given to Tenant (all other demands and notices of forfeiture or other similar notices being hereby expressly waived by Tenant). Upon the service of any such notice of termination, the Term of this Lease shall automatically terminate. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the value at the time of such termination of any rent reserved in this Lease for the remainder of the term over the then reasonable rental value of the Premises for the remainder of such term, all of which amount shall be immediately due and payable from Tenant to Landlord.

(c) Landlord may require that, upon any termination of the Lease or Tenant's right to possession without termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord, vacate the same and remove all effects therefrom except those that may not be removed under other provisions of this Lease. If Tenant fails to surrender possession and vacate as aforesaid, Landlord may forthwith re-enter the Premises and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction, conversion or forcible entry and without thereby waiving Landlord's rights to rent or any other rights given Landlord under this Lease or at law or in equity. If Tenant does not remove all effects from the Premises, Landlord may either declare such effects abandoned and dispose of the same in any reasonable manner without liability to Tenant or any other party, or remove any or all of such effects in any manner it shall choose and store the same without liability to Tenant. Tenant shall pay Landlord on demand any expenses incurred in such removal and storage for any length of time during which the same shall be in Landlord's possession or in storage.

(d) Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Annual Base Rent and Additional Rent when due. After Tenant's right to possession is terminated Landlord may enter the Premises and may make such alterations and repairs as it shall determine may be reasonably necessary to relet the Premises and Landlord may (but shall not be required to) relet the same or any part thereof upon such terms and conditions as Landlord in its sole discretion may deem advisable. Upon any reletting, all rentals received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than rent or other charges due under this Lease from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees, reasonable attorneys' fees and costs of such alterations and repairs; and third, to the payment of Annual Base Rent and Additional Rent and other charges due and unpaid hereunder. In no event shall Tenant be entitled to receive any surplus of any sums received by Landlord on a reletting in excess of the rental and other charges payable hereunder. If such rentals

and other charges received from such reletting during any month are less than those to be paid during that month by Tenant, Tenant shall pay any such deficiency to Landlord upon demand. No act by Landlord allowed by this Section shall terminate this Lease unless Landlord notified Tenant that Landlord elects to terminate this Lease.

21.3 **Receipt of Monies.** No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Premises after the giving of any notice under this Lease, including, without limitation, a notice of termination of this Lease, shall reinstate, continue or extend the Term of this Lease or affect any notice given to Tenant prior to the receipt of such money. No payment by Tenant or receipt by Landlord of a lesser amount than the charges herein reserved shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or on any letter accompanying any check be deemed to be an accord and satisfaction. Landlord shall not be deemed to have accepted payment made to a "lockbox" or other depository until ten (10) days after Landlord's actual receipt of the payment if, and only if, during said period Landlord did not refund or attempt to refund such payment. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

21.4 **Bankruptcy.** If at any time there exists an act of bankruptcy, which shall include the filing by Tenant, or any guarantor of a petition in bankruptcy (including, without limitation, a petition for liquidation, reorganization or for adjustment of debts of an individual with regular income), the filing of any such petition against Tenant or any guarantor with such party failing to secure a discharge thereof within 30 days after the filing thereof, or Tenant or any guarantor becoming insolvent or admitting in writing an inability to pay its debts as they mature, or making an assignment for the benefit of creditors or petitioning for or entering into an arrangement with creditors or a custodian being appointed or taking possession of Tenant's or any guarantor's property whether or not a judicial proceeding is instituted, then this Lease at Landlord's option shall (if permitted by law) be terminated, in which event neither Tenant, any guarantor, nor any person claiming through or under Tenant or any guarantor or by virtue of any statute or court order shall be entitled to possession of the Premises. Landlord, in addition to the other rights and remedies given by this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent or any monies received by Landlord from Tenant or others on behalf of Tenant.

21.5 **Legal Expenses.** In case suit shall be brought because of the breach of any agreement or obligation contained in this Lease on the part of Tenant or Landlord to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefor, including reasonable attorneys' fees and legal expenses.

21.6 **Landlord's Right to Cure Default.** If Tenant fails to perform any agreement or obligation on its part to be performed under this Lease, Landlord shall have the right (but shall be under no obligation), if no emergency exists, to perform the same upon ten (10) days notice to Tenant, and, in any emergency, to perform the same immediately without notice or delay. For the purpose of curing Tenant's defaults as aforesaid, Landlord shall have the right to enter the Premises and Tenant shall within ten (10) days after demand reimburse Landlord for any costs

incurred by Landlord to cure any of Tenant's defaults, including reasonable attorneys' fees. Except for gross negligence or willful misconduct by Landlord, Landlord shall not be liable for any loss, inconvenience, annoyance or damage resulting to Tenant or anyone holding under Tenant for any action taken by Landlord pursuant to this Section. Any act done by Landlord pursuant to this Section shall not constitute a waiver of any such default by Tenant or a waiver of any covenant, term or condition herein contained or the performance thereof.

21.7 **Rights and Remedies.** The rights and remedies given to Landlord in this Lease are distinct, separate, non-exclusive and cumulative rights and remedies, in addition to every other remedy at law or in equity, and may be exercised concurrently. No delay or failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach (including recurrent failure to timely pay rent) by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Complex shall affect or alter this Lease in any way whatsoever or be construed as a waiver of any subsequent breach.

21.8 **Security Deposit.** Tenant shall pay Landlord the Security Deposit, concurrently with the auction of the leasehold interest, which sum shall be retained by Landlord as security for Tenant's full, timely and faithful performance of all of Tenant's obligations hereunder, including but not limited to the payment of Annual Base Rent, Operating Expenses and Real Estate Taxes. If Tenant fails to pay such amount or any other charges hereunder or otherwise defaults with respect to any provisions of this Lease, Landlord may, at its option, apply all or any portion of the Security Deposit to the payment thereof or for payment of any other sums for which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage that Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall, within ten (10) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to the full amount stated in Section 1, above, and Tenant's failure to do so shall be a material breach of this Lease. Tenant shall not be entitled to any interest upon the Security Deposit, nor shall Landlord be required to segregate or hold the Security Deposit separate from Landlord's other funds, but shall carry such sum as a bookkeeping entry only. In the event that Tenant shall fully perform the covenants and provisions of this Lease, Landlord shall refund the Security Deposit, or the unused balance thereof, if any, to Tenant within thirty (30) days after the expiration or sooner termination of the term of this Lease.

21.9 **Default by Landlord.** Landlord shall not be deemed to be in default under this Lease until Tenant has given Landlord written notice specifying the nature of the default and unless Landlord does not cure the default within thirty (30) days after receipt of the notice or within such reasonable time thereafter as may be necessary to cure the default where it is of such a character as to reasonably require more than thirty (30) days to cure. In the event of a default by Landlord, Tenant's remedies shall be limited to suits for damages and/or injunctive relief. In no event shall Tenant have the right to terminate the Lease.

22. SURRENDER OF POSSESSION.

22.1 **Condition.** At the expiration of the term hereof, Tenant shall surrender the Premises broom-clean in good condition and repair.

22.2 **Holding Over.** In the event Tenant remains in possession of any part of the Premises after the expiration of the tenancy created hereunder, without Landlord's written consent, Tenant shall be considered a hold-over tenant subject to all of the conditions of this Lease insofar as the same are applicable to a hold-over tenant, except that the Monthly Installment of Annual Base Rent payable by Tenant shall be an amount equal to 150% of the Annual Base Rent and Additional Rent paid by Tenant during the last month of the Term or any Extended Term allowed hereunder. Notwithstanding anything to the contrary contained herein, during any hold-over tenancy, Tenant shall vacate the Premises within ten (10) days of receipt of Landlord's written notice ("Holdover Notice To Vacate"). If Tenant remains in possession of the Premises after the Holdover Notice To Vacate without the execution of a new lease, it shall be occupying the Premises as a tenant at sufferance, subject to all of the conditions of this Lease insofar as the same are applicable to tenant at sufferance, except that the monthly rent payable by Tenant shall be an amount equal to 300% of the Annual Base Rent and Additional Rent paid by Tenant during the last month of the Term or any Extended Term allowed hereunder. Tenant shall indemnify and hold Landlord harmless from and against all claims, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs of defending the same, incurred by Landlord and arising from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages, including lost profits, proven by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises. Nothing contained herein shall limit Landlord's right to evict Tenant as allowed under Arizona law.

22.3 **Fixtures.** All partitions, wallcovering, ceilings, sinks, plumbing, floor covering, and other improvements within the Premises shall become the property of Landlord at the moment of completion of installation; provided, however, Landlord may direct Tenant to remove, at Tenant's sole cost and expense, any such improvements, upon the termination of this Lease not previously approved by Landlord and any such other improvements required to be removed as indicated by Landlord at the time of Landlord's consent to same. Tenant shall, at its sole cost and expense, remove all plenum wiring and other cabling located in the ceiling of the Premises upon the termination of this Lease. Tenant shall retain ownership of all removable trade fixtures and machinery ("Tenant's Property") placed in the Premises by Tenant. Prior to the expiration of the Term, Tenant shall remove all Tenant's Property and repair any damages occasioned by such removal at Tenant's expense. Upon the failure of Tenant to remove Tenant's Property prior to expiration of the Term, all remaining Tenant's Property shall, at Landlord's election, be deemed abandoned by Tenant.

23. NOTICES.

Whenever under this Lease, provision is made for notice, such notice shall be in writing, and it shall be deemed sufficient notice and service, if such notice is delivered personally or by a nationally-recognized overnight courier service providing proof of delivery or by U.S. certified

mail, postage prepaid, return receipt requested, to Tenant at the address set forth in Section 1.3 or the Landlord at its then current address for the payment of rent under this Lease. Any notice so sent shall be effective for all purposes at the time of personal delivery or deposit thereof in the U.S. mail. Either party may hereafter change the address for notice stated in Section 1, above, by notifying the other party in writing of the new address.

24. OCCUPANCY.

If Landlord permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be governed by all of the terms and conditions of this Lease, including the requirement under Section 13 of this Lease to maintain insurance. However, Tenant shall not owe Landlord any sums for Annual Base Rent, Real Estate Taxes or Operating Expenses associated with the Premises during said early occupancy period. Landlord shall be the sole judge as to when the Premises are ready for occupancy.

25. JOINT AND SEVERAL LIABILITY.

In the event that two or more individuals, corporations, partnerships or other entities (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each individual, corporation, partnership or other entity to perform all obligations hereunder shall be deemed to be joint and several. In like manner, in the event that Tenant shall be a partnership or other business association, the members of which are, by virtue of statute, or general law, subject to personal liability, then and in that event, the liability of each such member shall be deemed to be joint and several.

26. QUIET ENJOYMENT.

So long as Tenant is not in default under any of the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by Landlord or by any person claiming by, through, or under Landlord.

27. BROKERAGE FEES.

Other than the fees paid by Landlord to The Staubach Company, Tenant warrants that it has not incurred liability for any real estate brokerage fees or any other fees to any third party in connection with this Lease and in the event that any third party institutes legal action in an effort to recover brokerage fees, Tenant shall defend such action and indemnify and hold Landlord harmless from any related damages, liability or costs.

28. GENERAL.

28.1 **Consent.** Whenever under this Lease provision is made for Tenant to secure the consent of Landlord, such consent shall be in writing. The consent by either party to any act by the other party of a nature requiring consent shall not be deemed to constitute consent to any similar act.

28.2 **Lease Negotiation.** The submission of this Lease for examination does not constitute an offer, a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

28.3 **No Modification.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

28.4 **Severability.** If any term or provision of this Lease, or any portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease and the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected and shall be valid and be enforced to the fullest extent permitted by law.

28.5 **Third Party Beneficiary.** Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of Landlord's Mortgagee.

28.6 **Headings.** The headings of the Sections and Subsections herein are for convenience only, and do not limit or construe the contents of such Sections and Subsections.

28.7 **Force Majeure.** Whenever a period of time is herein provided for either party to perform, said party shall not be responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. This Section shall not excuse Tenant from the prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

28.8 **Parties in Interest.** The terms, conditions, covenants and agreements herein contained shall inure to the benefit of and shall bind the parties hereto and their respective successors and permitted assigns.

28.9 **Waiver.** No provisions of this Lease shall be deemed waived unless such waiver is in writing and signed. The waiver of any breach of any provision of this Lease shall not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Lease. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. Landlord's acceptance of any payment of rent due under this Lease shall not be deemed a waiver of any default by Tenant under this Lease, including Tenant's recurrent failure to timely make Monthly Installment or Additional Rent payments, and no endorsement or statement on any check or accompanying any check or payment shall be deemed an accord and satisfaction. Landlord's consent to or approval of any act

by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

28.10 **Jury Trial.** Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

28.11 **Limitation of Liability.** Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Building and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Complex. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Complex and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord.

28.12 **Authority.** If Tenant is a corporation, partnership or other form of business entity, each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations.

28.13 **Attorneys' Fees.** In the event suit is brought for the recovery of the Premises, or any sum due hereunder, or because of any act which may arise out of possession of the Premises, the prevailing party shall be entitled to recovery of all costs incurred therein, including reasonable attorneys' fees.

28.14 **No Partnership.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Landlord and Tenant, it being understood that the sole relationship created hereby is one of landlord and tenant.

28.15 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Arizona.

28.16 **Entire Agreement.**

(a) This Lease contains the entire understanding and agreement of the parties hereto. All prior negotiations, understandings and agreements between the parties have been incorporated herein and are superseded hereby.

(b) Tenant acknowledges and agrees that no prior information provided or statements made by Landlord or its agent(s) ("Prior Information"), including without limitation, estimated Operating Expenses and Real Estate Taxes, any other financial matters, and any matters related to:

(i) Any of the premises in the Building or Complex;
(ii) The Building itself or the Complex itself; or
(iii) The number or kind of tenants in the Building or Complex,

have in any way induced Tenant to enter into this Lease.

(c) Tenant acknowledges that prior to entering into this Lease, the Tenant has satisfied itself of all its concerns by conducting an independent investigation of the validity of such Prior Information.

28.17 **Restrictive Covenants at Security Building and Center.** Tenant's use of the Premises shall comply with the restrictive covenants now in force or later imposed on the Premises.

28.18 **Additional Terms.** Additional terms to this Lease, if any, are attached as Exhibit "A."

28.19 **Waivers by Tenant.**

A. **Declaratory Judgment Action**. Tenant agrees to waive its right to bring a declaratory judgment action with respect to any notice of violation or default sent pursuant to any provision of this Lease.

B. **Injunctive Relief**. Tenant agrees to waive its right to seek injunctive relief that would stay, extend, or otherwise toll any of the time limitations or provisions of this Lease or any notice sent pursuant thereto.

28.20 **Counterparts/Facsimile Signatures.** This Lease may be signed in counterparts, and all counterpart signature pages when taken together shall constitute one and the same instrument. This Lease may be executed and delivered by facsimile signature for execution on the part of one or more parties hereto and upon one party sending via facsimile to another party a facsimile copy of a signature page showing the sending party's execution or signature, the sending party shall be bound by such signature or execution.

- -

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

MARICOPA COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

By _____
_____
Its Chairman of the Board of Supervisors

TENANT:

By _____
_____
Its _____

EXHIBIT "A"

ADDITIONAL TERMS AND CONDITIONS

This Exhibit forms a part of the Lease dated _____, 2007, by and between Maricopa County, a Political Subdivision of the State of Arizona, Landlord, and _____, Tenant. The parties further agree as follows:

EXHIBIT "B"

COMPLEX LEGAL DESCRIPTION

The South 76.50 feet of that part of the East half of Block 92, CITY OF PHOENIX, a subdivision recorded in the Maricopa County Recorder's Office in Book 2 of Maps page 51, described as follows:

BEGINNING at the Northeast corner of Block 92;
THENCE South along the East line thereof 203.11 feet;
THENCE West 150.51 feet to a point on the North and South centerline of said Block;
THENCE North on said center line 203.83 feet to the North line of said Block;
THENCE East on the said North line 150.45 feet to the place of beginning.

EXCEPT the West 12.50 feet thereof.

TOGETHER WITH

That part of the East half of Block 92, CITY OF PHOENIX, a subdivision recorded in the Maricopa County Recorder's Office in Book 2 of Maps page 51, described as follows:

BEGINNING at the Northeast corner of Block 92;
THENCE South along the East line thereof 203.11 feet;
THENCE West 150.51 feet to a point on the North and South centerline of said Block;
THENCE North on said center line 203.83 feet to the North line of said Block;
THENCE East on the said North line 150.45 feet to the place of beginning;

EXCEPT the North 7 feet thereof; and
EXCEPT the West 12.50 feet thereof; and
EXCEPT the South 76.50 feet thereof.

EXHIBIT "C"

PREMISES AND BUILDING SITE PLAN

EXHIBIT "D"

LANDLORD'S WORK
"BASE BUILDING"

The following work is to be done by Landlord or its agent(s) at Landlord's sole expense.

DESCRIPTION OF LANDLORD'S WORK

A. Work at Landlord's Cost and Expense (Landlord's Work)

Landlord agrees at its sole cost and expense to furnish and install all of the following "Landlord's work" limited to the quantity specified herein below and as selected and specified by Landlord. Landlord will select structural systems and all materials and equipment Landlord is obligated to supply hereunder.

1. Shell. Exterior walls, roof structures and membrane, concrete slab, glass storefront, front and rear entrances. Exterior storefront to include one (1) 3' 0" x 7' 0" storefront door with lock. Interior doors shall be wood door(s) with hollow metal frame(s). Receiving door to be 3' 0" x 7' 0", 18-ga. steel door with 16 ga. Frame. Ceiling at 10 feet or as determined by Landlord. Roof clear height between 13 and 15 feet. R-19 batt insulation will be provided beneath the roof deck or above the lay-in ceiling.

2. Floors. All areas to be smooth finish, troweled concrete floors ready for installation of floor covering to be supplied and installed at Tenant's expense.

3. Partitions. Demising walls to be constructed to underside of roof deck structure with 6" metal studs and 5/8" type 'x' sheetrock. Front exterior wall to be furred out to 6" above finish ceiling with 7/8" hat channels over masonry and 5/8" type 'x' sheetrock. Restroom partition to be constructed to 6" above finish ceiling with 3-5/8" metal studs and sheetrock. All partitions, excluding the rear or side wall if masonry, to be taped and sanded to receive tenant texture and paint or other finish.

4. Finishes. Ceiling to be suspended 2' x 4' T-bar grid with white acoustical tile throughout.

5. Plumbing. One (1) ADA approved restroom provided to be located at the rear of the leased Premises, completed with cold water only, water closet, lavatory, toilet tissue dispensers, wall mounted mirror, sheet vinyl flooring and frp wainscot on wet walls, all in accordance with applicable codes. Tenant is responsible for all water services for use within the premises.

6. Fire Protection. Sprinkler system conforming to NFPA Standards and Code Requirements for a shell condition.

7. HVAC. HVAC units (with 50 feet of control wire and programmable thermostats) including ducts and distribution, based on approximately one (1) ton of cooling for every three hundred (300) square feet of premises. In the event that Tenant's use of the Premises requires additional cooling, fresh air and/or exhaust air for special equipment, cooking equipment, additional personnel, stock room areas, or show windows, and the like, Tenant shall provide same at Tenant's sole cost and expense. Tenant shall hire Landlord's roofing contractor for roofing repairs or penetrations in order to maintain roof warranty.

8. Electrical. *Service.* Leased Premises will be provided with a single meter socket, feed and a minimum 200-amp, 3-phase, 4-wire, 120/280-volt service required for lighting and HVAC equipment. *Lighting.* Consisting of one (1) wall mounted light fixture at restroom with all other lighting provided by 2' x 4' 3-lamp fluorescent lay-in light fixtures with plastic standard 125 lens wired to panel, based on one (1) fixture per 150 square feet. Emergency exit signs and lighting to be provided as required by code. *Sign circuit.* One (1) empty 3/4" conduit with pull string from electrical service to sign fascia, terminating at a J-box. *Telephone.* One (1) empty 1" conduit from central point of telephone service to Tenant's leased Premises, with pull string. *Duplex and Meter.* The meter to access electrical power to the Premises shall NOT be a part of landlord's work and shall be installed for and paid for by Tenant. Obtaining the meter from the applicable service company shall NOT be a part of Landlord's Work. Landlord shall provide one (1) electrical convenience outlet every twenty (20) feet on center of demising walls. One (1) duplex GFCI outlet in the restroom.

9. Any and all Tenant's work other than those listed above shall be done at the sole cost and expense of Tenant. Landlord's sole obligation with reference to the premises is to furnish and install the "Landlord's Work" hereinabove set forth. In the event Tenant desires any other work including the Tenant's Work, as hereinafter defined, to be furnished and installed, the cost and expense thereof shall be borne solely by Tenant. Tenant shall pay for any expenses (e.g. revisions to plans by architect, changes to building occasioned by Tenant or governmental codes and the like) not included as part of Landlord's original cost for building of which the Tenant's Premises are a part. Tenant may, only with the prior written approval of Landlord, select different materials in place of "Landlord's Work" materials which would otherwise be initially furnished and installed by Landlord for the interior of the premiums under the provisions of this Exhibit. If Tenant shall make any such new selection and if the cost of such different new materials of Tenant's selection shall exceed Landlord's cost of the "Landlord's Work" materials thereby replaced, Tenant shall pay to Landlord, upon demand, the difference between the cost of such different new materials and the credit given to Tenant by Landlord for the materials thereby replaced.

10. Any modification to the building standard structural, mechanical, plumbing or electrical systems, or other standard materials and finishes required by Tenant's interior build-out of the Premises shall be at Tenant's sole cost and expense.

11. Landlord's construction is designed for normal retail merchandising use and in compliance with code requirements for normal retail merchandising use.

EXHIBIT "E"

"TENANT IMPROVEMENTS"

DESCRIPTION OF TENANT'S WORK

A. Work at Tenant's Cost and Expense (Tenant's Work)

Within ten (10) days from the date of this Lease, Tenant shall furnish to Landlord a plan layout setting forth the location in the Premises of all entrances, windows, stairways, partitions, plumbing fixtures, electrical outlets, connections, equipment, heating and refrigerated air conditioning equipment desired by Tenant, together with any substitutions desired by Tenant of different new materials in place of "Landlord's Work" materials ("Tenant's work"). The Tenant's work shall in all respects be subject to the approval of Landlord. It is specifically acknowledged by Tenant that all costs and expenses in connection with the Tenant's work shall be borne by Tenant. The provisions of Article 16 entitled "Tenant's Rights to make Alterations" as set forth in the Lease shall in all respects apply to Tenant's work and the installation of the Tenant's work in the Premises.

Tenant must fixturize the Premises in a manner compatible with other stores of similar nature, including the display of merchandise, floor coverings and wall treatments.

Tenant shall meet all other requirements necessary to prepare and open said premises for business authorized and required by the Lease.

Tenant shall arrange for and pay such charges as may be required by the various utilities for services to Premises.

B. Tenant Improvements.

Tenant is responsible for the cost of tenant improvements to the Premises (Tenant's Work) installed by or at the request of Tenant (which by the terms of this Lease shall be the property of the Landlord upon installation). Tenant shall complete the installation of Tenant's Work substantially as described in the set of preliminary plans as prepared by _____ and dated _____ (the "Plans").

EXHIBIT "F"

RULES AND REGULATIONS

To the extent these Rules and Regulations are inconsistent with the Lease and/or any of the other exhibits to the Lease, the terms of the Lease and other exhibits shall control.

1. Sidewalks, halls, passages and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises.

2. The Common Areas including, but not limited to, halls, passages, entrances, stairways, balconies and roof are not for the use of the general public, and Landlord shall in all cases have the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall threaten the safety, character, reputation or interests of the Complex and its tenants, provided, that nothing contained herein shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities.

3. The sashes, sash doors, windows, glass lights and any lights or skylights that reflect or admit light into the halls or other places of the Building's common areas shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the tenant who, or whose employee, agent or visitor, shall have caused it.

4. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Tenant's Premises, such use of such curtain, blind, shade or screen shall be discontinued forthwith by Tenant. No awnings shall be permitted on any part of the Premises or the Building.

5. Tenant shall not place a load upon any floor of the Building which exceeds the load per square foot which such floor was designed to carry and which is allowed by law.

6. Tenant shall not bring into or keep in or about the Building or the Complex any animals (except assistance dogs), birds or aquariums.

7. Tenant, upon the termination of the tenancy, shall deliver to Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have had made.

8. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage which includes keeping doors locked and windows and other means of entry to the Premises closed.

9. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Complex and shall not exhibit, sell or offer to sell, use, rent or exchange to retail customers in or from the Premises.

10. Tenant shall supervise all contractors, contractor's representatives and installation technicians, rendering any service to Tenant and Tenant shall be liable for damage caused or clean-up required in connection therewith. This provision shall apply to all work performed in the Building including installations of telephones, cable, satellite, other communication equipment, electrical devises and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

11. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operating of the Building's heating and air conditioning.

12. Tenant shall not do any cooking in the Premises or engage any coffee cart service except for incidental cooking (i.e. lunchroom microwaving, on-site coffee exclusively serving Tenant’s employees).

13. No portion of the Premises or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

14. Tenant shall, and shall use reasonable efforts to cause its employees, agents, and invitees to, observe and comply with all driving and parking signs and markers on the property surrounding the Building.

15. Tenant shall give prompt notice to Landlord of any accidents to or defects in the Building, including, but not limited to, plumbing, electrical, mechanical, roofing, floors, glass, walls or doors.

16. The directories of the Building shall be used exclusively for the display of the name and location of the Building tenants. Any additional names requested by Tenant to be displayed in the directories must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant.

17. Tenant shall clean its loading areas and front, side and other entrances on a regular and timely basis. If, after giving Tenant notice, Tenant has failed to clean its loading areas as provided herein, Landlord reserves the right to clean such areas at Tenant’s expense.

18. Tenant shall use reasonable efforts to notify Landlord and provide copies to Landlord if Tenant uses the name of the Complex, other than as the address of Tenant's business, or if Tenant uses pictures of the Premises in advertising or other publicity. Tenant shall not, without the prior consent of Landlord, use pictures of the Complex in advertising or other publicity.

19. Tenant shall not be permitted to do any of the following without the prior consent of the Landlord:

(a) Store on any part of the property surrounding the Building any vehicles, product, equipment or any other property.

(b) Install permanent or temporary signs on the Building or any part of the property surrounding the Building.

(c) Place any lettering on doors or windows located in the Building.

(d) Go upon the roof of the Building.

(e) Attach, hang or use any curtains, blinds, shades or screens, other than those installed by Landlord, on any window or door of the Building, or remove any curtains, blinds, shades or screens; provided, however, that Tenant may, without the consent of Landlord, repair or replace existing curtains, blinds, shades or screens so long as such replacements are of the same color, size, quality and specifications as those originally installed by Landlord.

20. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and the Complex, and for the preservation of good order therein.

EXHIBIT "G"

SIGN CRITERIA

SECURITY BUILDING

Tenant shall submit its signage plans to Landlord and the City of Phoenix for review and approval.

EXHIBIT “H”

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

(Fee Transaction Form)

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made by and between _____, a _____ **("Lender")** and _____ a [an] [individual] name of state [corporation] [limited liability company] [general partnership] [limited partnership] [d/b/a/ _____] with its principal place of business at _____ ("Tenant").

RECITALS:

A. Lender has made or is about to make a loan (together with all advances and increases, the “Loan”) to _____, a [an] [individual] [corporation] [limited company] [general partnership] [limited partnership] **("Borrower").**

B. Borrower, as landlord, and Tenant have entered into a lease dated _____ as amended by amendments dated _____ (the **"Lease"**) which leased to Tenant [Suite No. ____] [Floor ____] [Store No. ___] (the **"Leased Space"**) located in the Property (defined below)

C. The Loan is or will be secured by the [Open-End] Mortgage/Deed of Trust, Assignment of Leases and Rents, Fixture Filing Statement and Security Agreement recorded or to be recorded in the official records of the County of _____, State or Commonwealth of_____ (together with all advances, increases, amendments or consolidations, the **"Mortgage"**) and the Assignment of Leases and Rents recorded or to be recorded in such official records (together with all amendments or consolidations, the **"Assignment"**), assigning to Lender the Lease and all rent, additional rent and other sums payable by Tenant under the Lease (the **"Rent"**).

D. The Mortgage encumbers the real property, improvements and fixtures located at _____ in the City of_____ County of _____, State or Commonwealth of _____, commonly known as _____, and described on Exhibit "A" (the "Property").

IN CONSIDERATION of the mutual agreements contained in this Agreement, Lender and Tenant agree as follows:

1. The Lease and all of Tenant's rights under the Lease are and will remain subject and subordinate to the lien of the Mortgage/Deed of Trust and all of Lender's rights under the Mortgage and Tenant will not subordinate the Lease to any other lien against the Property without Lender's prior consent.

2. This Agreement constitutes notice to Tenant of the Mortgage and the Assignment and, upon receipt of notice from Lender, Tenant will pay the Rent as and when due under the Lease to Lender and the payments will be credited against the Rent due under the Lease.

3. Tenant does not have and will not acquire any right or option to purchase any portion of or interest in the Property.

4. Tenant and Lender agree that if Lender exercises its remedies under the Mortgage/Deed of Trust or the Assignment and if Tenant is not then in default under this Agreement and if Tenant is not then in default beyond any applicable grace and cure periods under the Lease:

(a) Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Mortgage/Deed of Trust unless joinder is required under applicable law but in such case Lender will not seek affirmative relief against Tenant, the Lease will not be terminated and Tenant's possession of the Leased Space will not be disturbed;

(b) If Lender or any other entity (a **"Successor Landlord"**) acquires the Property through foreclosure, by other proceeding to enforce the Mortgage/Deed of Trust or by deed-in-lieu of foreclosure (a **"Foreclosure"**), Tenant's possession of the Leased Space will not be disturbed and the Lease will continue in full force and effect between Successor Landlord and Tenant; and

(c) If, notwithstanding the foregoing, the Lease is terminated as a result of a Foreclosure, a lease between Successor Landlord and Tenant will be deemed created, with no further instrument required, on the same terms as the Lease except that the term of the replacement lease will be the then unexpired term of the Lease. Successor Landlord and Tenant will execute a replacement lease at the request of either.

5. Upon Foreclosure, Tenant will recognize and attorn to Successor Landlord as the landlord under the Lease for the balance of the term. Tenant's attornment will be self-operative with no further instrument required to effectuate the attornment except that at Successor Landlord's request, Tenant will execute instruments reasonably satisfactory to Successor Landlord confirming the attornment.

6. Successor Landlord will not be:

(a) liable for any act or omission of any prior Landlord under the Lease occurring before the date of the Foreclosure except for repair and maintenance obligations of a continuing nature imposed on the Landlord under the Lease;

(b) required to credit Tenant with any Rent paid more than one month in advance or for any security deposit unless such Rent or security deposit has been received by Successor Landlord;

(c) bound by any amendment, renewal or extension of the Lease that is inconsistent with the terms of this Agreement or is not in writing and signed both by Tenant and Landlord;

(d) bound by any reduction of the Rent unless the reduction is in connection with an extension or renewal of the Lease at prevailing market terms or was made with Lender's prior consent;

(e) bound by any reduction of the term, or renewal term, of the Lease or any termination, cancellation or surrender of the Lease unless the reduction, termination, cancellation or surrender occurred during the last 6 months of the term or was made with Lender's prior consent;

(f) bound by any amendment, renewal or extension of the Lease entered into without Lender's prior consent if the Leased Space represents 50% or more of the net rentable area of the building in which the Leased Space is located;

(g) subject to any credits, offsets, claims, counterclaims or defenses that Tenant may have that arose prior to the date of the Foreclosure or liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act of or failure to act by any party other than Successor Landlord;

(h) bound by any obligation to make improvements to the Property, including the Leased Space, to make any payment or give any credit or allowance to Tenant provided for in the Lease or to pay any leasing commissions arising Out of the Lease, except that Successor Landlord will be;

(i) bound by any such obligations provided for in the Lender-approved form lease;

(ii) bound by any such obligations if the overall economic terms of the Lease (including the economic terms of any renewal options) represented market terms for similar space in properties comparable to the Property when the Lease was executed; and

(iii) bound to comply with the casualty and condemnation restoration provisions included in the Lease provided that Successor Landlord receives the insurance or condemnation proceeds;

or

(j) liable for obligations under the Lease with respect to any off-site property or facilities for the use of Tenant (such as off-site leased space or parking) unless Successor Landlord acquires in the Foreclosure the right, title or interest to the off-site property.

7. Lender will have the right, but not the obligation, to cure any default by Borrower, as landlord, under the Lease. Tenant will notify Lender of any default that would entitle Tenant to terminate the Lease or abate the Rent and any notice of termination or abatement will not be effective unless Tenant has so notified Lender of the default and Lender has had a 30-day cure period (or such longer period as may be necessary if the default is not susceptible to cure within 30 days) commencing on the latest to occur of the date on which (i) the cure period under the Lease expires; (ii) Lender receives the notice required by this paragraph; and (iii) Successor Landlord obtains possession of the Property if the default is not susceptible to cure without possession.

8. All notices, requests or consents required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested or by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at the address set forth above.

9. Any claim by Tenant against Successor Landlord under the Lease or this Agreement will be satisfied solely out of Successor Landlord's interest in the Property and Tenant will not seek recovery against or out of any other assets of Successor Landlord. Successor Landlord will have no liability or responsibility for any obligations under the Lease that arise subsequent to any transfer of the Property by Successor Landlord.

10. This Agreement is governed by and will be construed in accordance with the laws of the state or commonwealth in which the Property is located.

11. Lender and Tenant waive trial by jury in any proceeding brought by, or counterclaim asserted by, Lender or Tenant relating to this Agreement.

12. If there is a conflict between the terms of the Lease and this Agreement, the terms of this Agreement will prevail as between Successor Landlord and Tenant.

13. This Agreement binds and inures to the benefit of Lender and Tenant and their respective successors, assigns, heirs, administrators, executors, agents and representatives.

14. This Agreement contains the entire agreement between Lender and Tenant with respect to the subject matter of this Agreement, may be executed in counterparts that together constitute a single document and may be amended only by a writing signed by Lender and Tenant.

15**. [INCLUDE ONLY IN SNDA'S SIGNED POST-CLOSING]** Tenant certifies that: the Lease represents the entire agreement between the landlord under the Lease and Tenant regarding the Leased Space; the Lease is in full force and effect; neither party is in default under the Lease beyond any applicable grace and cure periods and no event has occurred which with the giving of notice or passage of time would constitute a default under the Lease; Tenant has entered into occupancy and is open and conducting business in the Leased Space; and all conditions to be performed to date by the Landlord under the Lease have been satisfied.

IN WITNESS WHEREOF, Lender and Tenant have executed and delivered this Agreement as of _____, 200____

[Insert Name of Lender_____]

a [an) [individual] _____ [corporation] [limited liability company] [general partnership] [limited partnership] [d/b/a/ _____].

By: _____
Name: _____
Title: _____

[Insert Name of Tenant_____]

a [an) [individual] _____ [corporation] [limited liability company] [general partnership] [limited partnership] [d/b/a/ _____].

By: _____
Name: _____
Title: _____

[OBSERVE ALL STATE SPECIFIC REQUIREMENTS FOR EXECUTION OF A RECORDABLE DOCUMENT AND ADD STATE-APPROVED FORMS OF ACKNOWLEDGEMENT]

ACKNOWLEDGMENT

State of _____

County of_____

On this the _____ day of _____, 200___ before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____I of _____ a corporation, and that he, as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand and official seal.

_____

_____
Title of Officer

ACKNOWLEDGMENT

State of _____

County of_____

On this the _____ day of _____, 200___ before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____I of _____ a corporation, and that he, as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand and official seal.

_____
Title of Officer

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT “I”

ESTOPPEL CERTIFICATE
STATEMENT OF TENANT IN RE: LEASE
[Tenant's Letterhead]

Date: _____

RE:

Ladies and Gentlemen:

It is our understanding that you have committed to place a mortgage upon the subject premises and as a condition precedent thereof have required this certification of the undersigned.

The undersigned, as lessee, under that certain lease dated _____, made with Maricopa County, a Political Subdivision of the State of Arizona, as lessor, hereby ratifies said lease and certifies that:

1. the "Commencement Date" of said lease is _____; and

2. the undersigned is presently solvent and free from reorganization and/or bankruptcy and is in occupancy, open, and conducting business with the public in the premises; and

3. the operation and use of the premises do not involve the generation, treatment, storage, disposal or release of a hazardous substance or a solid waste into the environment other than to the extent necessary to conduct its ordinary course of business in the premises and in accordance with all applicable environmental laws, and that the premises are being operated in accordance with all applicable environmental laws, zoning ordinances and building codes; and

4. the current base rental payable pursuant to the terms of said lease is $_____ per annum; and further additional rental pursuant to said lease; and

5. said lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (except by agreement(s) dated _____), and neither party thereto is in default thereunder; and

6. the lease described above represents the entire agreement between the parties as to the leasing of the premises; and

7. the term of said lease expires on _____; and

8. all conditions under said lease to be performed by the lessor have been satisfied, including, without limitation, all co-tenancy requirements thereunder, if any; and

9. all required contributions by lessor to lessee on account of lessee's improvements have been received; and

10. on this date there are no existing defenses or offsets, claims or counterclaims which the undersigned has against the enforcement of said lease by the lessor; and

11. no rental has been paid in advance and no security (except the security deposit in the amount of $_____) has been deposited with lessor; and

12. lessee's floor area is _____square feet; and

13. the most recent payment of current basic rental was for the payment due on _____, 2006, and all basic rental and additional rental payable pursuant to the terms of the lease have been paid up to said date; and

14. the undersigned acknowledges notice that lessor's interest under the lease and the rent and all other sums due thereunder will be assigned to you as part of the security for a mortgage loan by you to lessor. In the event that lender notifies the undersigned of a default under the mortgage and demands that the undersigned pay its rent and all other sums due under the lease to lender, lessee agrees that it shall pay its rent and all such other sums to lender.

Very truly yours,

_____
(Lessee)

By: _____
Its: _____