

THIS LEASE is made and entered into between

T & G Investments, Inc.

("the Lessor") and

THE UNITED STATES OF AMERICA

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

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

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

5 YEARS, 3 YEARS FIRM

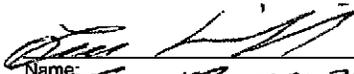
commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Section 3 herein), subject to the terms and conditions set forth below.

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

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

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

FOR THE GOVERNMENT:


Name: Tim MICHELBRINK
Title: Pres.
Date: 9-27-11


Name: Jessica Escobedo
Title: Lease Contracting Officer
Date: 10/5/2011

WITNESSED BY:

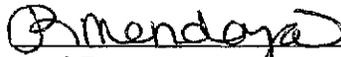

Name: Rachel Mendoza
Title: manager
Date: 9/27/11

TABLE OF CONTENTS

SECTION 1 RENT AND OTHER TERMS	4
1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)	4
1.02 RENEWAL OPTIONS (SIMPLIFIED LEASE) (APR 2011).....	4
1.03 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)	4
SECTION 2 GENERAL TERMS AND CONDITIONS	4
2.01 DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (APR 2011).....	4
2.02 NOTICES (SIMPLIFIED LEASE) (APR 2011).....	5
2.03 USE OF APPURTENANT AREAS (APR 2011)	5
2.04 ROOFTOP ANTENNAS (APR 2011)	5
2.05 CHANGE OF OWNERSHIP (APR 2011).....	5
2.06 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED LEASE) (APR 2011)	6
2.07 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (APR 2011).....	6
2.08 DEFAULT BY LESSOR (APR 2011).....	6
2.09 INTEGRATED AGREEMENT (APR 2011).....	7
2.10 MUTUALITY OF OBLIGATION (SIMPLIFIED LEASE) (APR 2011)	7
2.11 CHANGES (SIMPLIFIED LEASE) (APR 2011).....	7
2.12 COMPLIANCE WITH APPLICABLE LAW (APR 2011).....	8
2.13 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED LEASE) (APR 2011).....	8
2.14 WAIVER OF RESTORATION (APR 2011).....	8
2.15 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011).....	8
SECTION 3 CONDITIONS FOR ACCEPTANCE, COMMENCEMENT OF TERM, AND PAYMENT OF RENT	10
3.01 COMPLETION OF BUILDING AND TENANT IMPROVEMENTS (SIMPLIFIED LEASE) (APR 2011)	10
3.02 ACCEPTANCE OF SPACE.....	10
3.03 ESTABLISHMENT OF LEASE TERM COMMENCEMENT DATE, ANNUAL RENT (SIMPLIFIED LEASE) (APR 2011).....	10
3.04 PAYMENT OF BROKER (SIMPLIFIED LEASE) (APR 2011).....	10
3.05 AS-BUILT DRAWINGS (SIMPLIFIED LEASE) (APR 2011).....	10
SECTION 4 DESIGN AND CONSTRUCTION STANDARDS FOR BUILDING AND TENANT IMPROVEMENTS	11
4.01 DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE BUILDING AND TENANT IMPROVEMENTS (APR 2011)	11
4.02 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)	11
4.03 BUILDING SHELL REQUIREMENTS (SIMPLIFIED) (APR 2011).....	11
4.04 MEANS OF EGRESS (APR 2011).....	11
4.05 AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011).....	11
4.06 FIRE ALARM SYSTEM (APR 2011).....	12
4.07 ENERGY INDEPENDENCE AND SECURITY ACT (APR 2011).....	12
4.08 ELEVATORS (APR 2011)	12
4.09 ACCESSIBILITY (APR 2011).....	13
4.10 FLOORS AND FLOOR LOAD (APR 2011).....	13
4.11 CEILINGS (APR 2011).....	13
4.12 DOORS: EXTERIOR (APR 2011).....	13
4.13 DOORS: HARDWARE (APR 2011)	13
4.14 PARTITIONS: PERMANENT (APR 2011)	14
4.16 PARTITIONS: SUBDIVIDING (APR 2011).....	14
4.16 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011).....	14
4.17 FINISH SELECTIONS (APR 2011).....	14
4.18 CARPET SPECIFICATIONS (APR 2011).....	14
4.19 PAINTING (APR 2011).....	15
4.20 WINDOW COVERINGS (APR 2011)	15
4.21 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011).....	15
4.22 ELECTRICAL: DISTRIBUTION (APR 2011)	15
4.23 DATA DISTRIBUTION (AUG 2008)	16
4.24 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (APR 2011)	16
4.25 ELECTRICAL: OUTLETS (APR 2011).....	16
4.26 DRINKING FOUNTAINS (APR 2011)	17
4.27 TOILET ROOMS (APR 2011)	17
4.28 HEATING VENTILATION AND AIR CONDITIONING (APR 2011).....	17
4.29 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (APR 2011).....	18
4.30 LIGHTING: INTERIOR AND PARKING (APR 2011).....	18
4.31 ACOUSTICAL REQUIREMENTS (SIMPLIFIED LEASE) (APR 2011).....	19



4.32	GREEN LEASE SUBMITTALS (APR 2011).....	19
4.33	DOORS: SUITE ENTRY (APR 2011).....	19
4.34	DOORS: INTERIOR (APR 2011).....	20
SECTION 5 LEASE SECURITY REQUIREMENTS.....		21
5.01	POSTING OF GOVERNMENT RULES AND REGULATIONS (PERMISSION-ALLOW THE INSTALLATION OF GOVERNMENT SUPPLIED EQUIPMENT/BUILDING SPECIFIC) (APR 2011).....	21
5.02	ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT PERMISSION-ALLOW THE INSTALLATION OF GOVERNMENT-SUPPLIED EQUIPMENT/BUILDING SPECIFIC) (APR 2011).....	21
5.03	DETERRENCE TO UNAUTHORIZED ENTRY (APR 2011).....	21
5.04	TEMPORARY SECURITY MEASURES DUE TO IMMEDIATE THREAT (APR 2011).....	21
5.05	ACCESS TO UTILITY AREAS (APR 2011).....	21
5.06	ACCESS TO BUILDING INFORMATION (APR 2011).....	21
5.07	DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (APR 2011).....	21
5.08	SHUTDOWN OF HVAC (APR 2011).....	21
5.09	IDENTITY VERIFICATION OF PERSONNEL (APR 2011).....	21
5.10	MECHANICAL AREAS AND BUILDING ROOFS (APR 2011).....	22
5.11	EMERGENCY POWER TO CRITICAL SYSTEMS (APR 2011).....	22
	[REDACTED].....	22
SECTION 6 UTILITIES, SERVICES, AND PERFORMANCE OBLIGATIONS DURING THE LEASE TERM.....		23
6.01	PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011).....	23
6.02	UTILITIES (APR 2011).....	23
6.03	HEATING AND AIR CONDITIONING (APR 2011).....	23
6.04	OVERTIME HVAC USAGE (SIMPLIFIED LEASE) (APR 2011).....	23
6.05	JANITORIAL SERVICES (APR 2011).....	23
6.06	SNOW REMOVAL (APR 2011).....	24
6.07	MAINTENANCE OF PROVIDED FINISHES (APR 2011).....	24
6.08	ASBESTOS ABATEMENT (APR 2011).....	25
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		26

A handwritten signature in black ink is written over a circular stamp. The stamp contains a stylized logo or symbol, possibly representing the GSA or a specific office. The signature is written in a cursive style.

SECTION 1 RENT AND OTHER TERMS

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)

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

1.02 RENEWAL OPTIONS (SIMPLIFIED LEASE) (APR 2011)

This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least **60 days** before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

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

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

- Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. 1AZ2025.
- Exhibit B, Floor Plan Delineating the Premises
- Exhibit C, GSA Form 3518A, Representations and Certifications (Rev. 1/07)
- Exhibit D, Amendments to RLP No. 1AZ2025

SECTION 2 GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (APR 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Days. All references to days in this Lease shall be understood to mean calendar days.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights.
- G. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- H. Lease Award Date. The Lease Award Date means the date that the Lease is signed by the LCO (and on which the Lessor's obligations under the Lease commence).



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT 1	LEASE AMENDMENT NO 1	DATE 10/6/2011
	TO LEASE NO. GS-09B-02797	

ADDRESS OF PREMISES: 1228 Willow Creek Road, Prescott, AZ 86301

THIS AGREEMENT, made and entered into this date by and between T&G Investments, Inc, an Arizona Corporation

whose address is 1102 Willow Creek Road, Prescott, AZ 86301

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, Upon execution by the Government, as follows:

- 1.) To establish the Commencement Date of the lease rental payments;
- 2.) To establish commission and commission credit;
- 3.) all other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: T&G Investments, Inc

[Signature]
Signature

PRESIDENT
Title

Tim MISHNER
Printed Name

Witnessed in the presence of:

[Signature]
Signature

[Redacted]
(Address)

Rachel Mendoza
Printed Name

[Redacted]
City, State, Zip

UNITED STATES OF AMERICA

General Services Administration

Jessica Escobedo
Jessica Escobedo

Contracting Officer
(Official Title)

Lease Amendment No. 1
LAZ02797
1228 Willow Creek Road
Prescott, AZ 86301

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

5 YEARS, 3 YEARS FIRM

commencing on October 1, 2011 through September 30, 2016, subject to the terms and conditions set forth. All termination rights remain.

2.) The commission credit is as follows:

Broker Commission and Commission Credit

A. For the purposes of this RLP, Jones Lang LaSalle ("the Broker") is the authorized real estate broker representing GSA. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker may represent both GSA and another offeror. By submitting an offer, the Offeror acknowledges that there is a potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and obtain signed dual agency acknowledgement statements from all Offerors. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a lease term not to exceed the firm term of the Lease contemplated by this RLP. An executed commission agreement reflecting this agreement will be submitted with the offer. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. As part of the offer, the Offeror will disclose any and all commissions and/or fees to be paid by the Offeror, including both the Offeror's agent(s), broker(s), property manager, developer, or any other agent or representative and the Broker.

B. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount will be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the "Commission Credit") will be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable will be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit will be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker will not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

Gov't Initials

Lessor Initials

Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied in equal monthly amounts against the rental payments over the minimum number of months that will not exceed the monthly rental of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$2,388.29. The commission credit is calculated as follows:

TOTAL RENT:	Years 1-3:	\$28,659.50 x 3 =	\$85,978.50
	TOTAL FIRM TERM:	=	\$85,978.50
Total Commission:		[REDACTED] =	[REDACTED]
GSA Credit:		[REDACTED] =	[REDACTED]
Jones Lang LaSalle:		[REDACTED] =	[REDACTED]

The monthly rent adjusted for the total GSA commission credit of [REDACTED] is as follows:

Rent Period	Scheduled Monthly Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$2,388.29	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$2,388.29	[REDACTED]	[REDACTED]	[REDACTED]

The Lessor agrees that the commission of [REDACTED] is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated June 27, 2011.

3.) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials

Lessor Initials:

