

**LEASE NO. GS-09B-03019**

Streamlined Lease  
GSA FORM L201B (JAN 2012)

**INSTRUCTIONS TO OFFERORS:** Do not attempt to complete this Lease Form (Form L201-B). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the Lease Proposal Form (1364B) into the Lease form, and transmit the completed Lease form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

**Lessor's Name** NNN Townley Business Park, LLC

("the Lessor"), whose principal place of business is 1551 N. Tustin Ave., Suite 200 Santa Ana, CA 92705, and whose interest in the Property described herein is that of Fee Owner, 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 herein, being all or a portion of the Property located at

**8836 N. 23<sup>rd</sup> Ave. Suite #B-02, Phoenix, AZ 85021**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

**LEASE TERM**

To Have and to Hold the said Premises with their appurtenances for the term beginning on **December 19, 2013** through **December 18, 2028**.

**15 Years, 10 Years Firm.**

Subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

The Government may terminate this Lease, in whole or in part, at any time, effective **December 18, 2023**, by providing not less than sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**FOR THE LESSOR**

Name: Todd A. [Redacted]

Title: CEO - [Redacted]

Date: August 8, 2013

Lease LCO

Date: 11/20/13

**WITNESSED BY**

Name: Lona L. Farve

Title: Lease coordinator

Date: August 8, 2013

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (AUG 2011)**

The Premises are described as follows:

Office and Related Space: 10,000 rentable square feet (RSF), yielding 5,000 ANSI/BOMA Office Area (ABOA) square feet of office and related space, 5,000 ANSI/BOMA Office Area (ABOA) square feet of warehouse space, based upon a Common Area Factor of 1%, located on the first floor and known as Suite(s) B-02, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit L. Additionally, approximately 4,500 ANSI/BOMA square feet of fenced ware yard space that shall be lit and paved, and within approximately 450 feet of the office/warehouse.

**1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 46 parking spaces as depicted on the plan attached hereto as Exhibit A of which 36 shall be surface parking spaces reserved for the exclusive use of the Government, and 10 shall be surface, covered parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. If the amount of parking spaces offered is below 46 spaces, the Offeror must be able to accommodate the additional parking up to 46 spaces as deemed acceptable by the Government.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

A. The Government shall pay the Lessor annual rent, payable monthly installments in arrears, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF <sup>1</sup>	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$152,100.00	\$15.21	\$152,100.00	\$15.21
OPERATING COSTS	\$ 32,900.00	\$3.29	\$ 32,900.00	\$3.29
<b>TOTAL ANNUAL RENT</b>	<b>\$185,000.00</b>	<b>\$18.50</b>	<b>\$185,000.00</b>	<b>\$18.50</b>

<sup>1</sup>Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 10,000 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. INTENTIONALLY DELETED

G. INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

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1.05 TERMINATION RIGHTS (AUG 2011)

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

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (AUG 2011)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR & SITE PLAN(S)	2	A
AGENCY SPECIAL REQUIREMENTS	2	B
SECURITY REQUIREMENTS	3	C
GSA FORM 3516A SOLICITATION PROVISIONS	5	D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

~~1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)~~

~~TENANT IMPROVEMENT PRICING BASED ON TENANT IMPROVEMENT ALLOWANCE (TIA) (STREAMLINED) (JUL 2011)~~

~~The TI Allowance for the existing leased Space is \$7,877,100 per ABGA SF. The TI Allowance for other locations offered is \$25,130,000 per ABGA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TI. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 5 percent.~~

~~A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed upon amortization rate over the firm term.~~

~~B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.~~

~~C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either~~

- ~~1. Reduce the TI requirements.~~
- ~~2. Pay lump sum for the average upon completion and acceptance of the improvements.~~
- ~~3. Increase the rent according to the negotiated amortization rate over the firm term of the Lease.~~

INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED (STREAMLINED) (SEPT 2011)

1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)

For pricing TI costs as defined herein, the following rates shall apply for the initial build-out of the Space, and alterations of the Space subsequent to Acceptance:

	INITIAL BUILD-OUT	POST-ACCEPTANCE ALTERATIONS
Architect/Engineer Fees (per ABGA SF or % of Construction Costs)	N/A	\$XX or XX%
Lessor's Project Management Fee (% of Construction Costs)	N/A	XX%

[Type text]

**1.05 TERMINATION RIGHTS (AUG 2011)**

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

**1.06 INTENTIONALLY DELETED**

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**1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)**

**TENANT IMPROVEMENT PRICING BASED ON TENANT IMPROVEMENT ALLOWANCE (TIA) (STREAMLINED) (JUL 2011)**

The TI Allowance for the existing leased Space is \$7,877,100 per ABOA SF. The TI Allowance for other locations offered is \$23,136,300 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of 6 percent.

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either

1. Reduce the TI requirements.
2. Pay lump sum for the overage upon completion and acceptance of the improvements.
3. Increase the rent according to the negotiated amortization rate over the firm term of the Lease.

**INTENTIONALLY DELETED**

**1.09 INTENTIONALLY DELETED (STREAMLINED) (SEPT 2011)**

**1.10 TENANT IMPROVEMENT FEE SCHEDULE (AUG 2011)**

For pricing TI costs as defined herein, the following rates shall apply for the initial build-out of the Space, and alterations of the Space subsequent to Acceptance:

	INITIAL BUILD-OUT	POST-ACCEPTANCE ALTERATIONS
Architect/Engineer Fees (per ABOA SF or % of Construction Costs)	N/A	\$XX or XX%
Lessor's Project Management Fee (% of Construction Costs)	N/A	XX%

[Type text]

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" clause of this lease is 90 percent. The percentage of occupancy is derived by dividing the total Government space of 10,000 RSF by the total building space of 11,000 rentable square feet.

**1.12 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment Included in Offer" that the Lessor's base rate for operating costs shall be \$3.29 per rentable sq. ft.

**1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$3.29 per ABOA SF of space vacated by the Government.

**1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$2.50 per hour per zone

No. of zones: 7

**1.15 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$2.50 per ABOA SF of the area receiving the 24-hour HVAC. Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.16 INTENTIONALLY DELETED**