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OFFICE LEASE

**OFFICE LEASE AGREEMENT**

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BETWEEN  
CITY OF GLENDALE  
AND  
SW GENERAL, INC.,  
*d/b/a/* SOUTHWEST AMBULANCE

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Promenade at Palmaire  
5835 West Palmaire Avenue  
Glendale, Arizona  
85301

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## OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease"), dated this 26th day of October, 2010, is made and entered into by City of Glendale, Arizona, an Arizona municipal corporation (the "Landlord"), and SW General, Inc., an Arizona corporation d/b/a/ Southwest Ambulance (the "Tenant").

In consideration of the mutual promises and representations set forth in this Lease, the Landlord and Tenant agree as follows:

### 1. Premises and Common Areas.

1.1 **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord Suites A-D and F-I of the Building (as defined in Section 1.2 below), which contain approximately 10,025 square feet of interior space ("Interior Space"), plus exterior patio space adjacent to Suite A (collectively, the "Premises"), for and subject to the rents, terms, conditions, covenants, and provisions set forth in this Lease, as depicted in Exhibit A.

a. Landlord warrants that the Premises are compliant with the Americans with Disabilities Act of 1990 and are free from hazardous materials.

b. Tenant has the first right to lease under the terms and conditions of this Lease any additional space in the Building that adjoins the Premises.

(1) Tenant must provide Landlord of its decision to exercise the right under this subsection within ninety (90) days of Landlord's notice to Tenant that an adjoining space has been vacated.

(2) The terms of the lease of the new space will be the same as the terms and conditions of this Lease as they then exist at the time Tenant exercises its right under this section.

(3) The Premises will be expanded to incorporate the new area with all amounts based on interior square footage adjusted to incorporate the new space.

1.2 **Building.** The street level retail component of the parking garage/retail structure located at 5835 West Palmdale Avenue, Glendale, Arizona, 85301 (the "Building"), containing approximately 12,217 square feet.

a. "Land" means the city block located between Glenn Drive and Palmdale Avenue, and 58th Drive and 58th Avenue, in Glendale, Arizona, of which the Building occupies part, to the extent owned by the Landlord.

b. "Common Areas" consist of those areas within the Building and Land not leased to any tenant and which are intended by Landlord to be available for the use, benefit, and enjoyment of all occupants of the Building.

(1) Common Areas include the landscaped areas from the street curbs to the Buildings, all sidewalks and the "promenade" along the storefronts, the interior hallway, and the existing bathroom facilities.

(2) The Parking Garage (defined below) is a Common Area for use by the public, except that portions of the Garage may be dedicated to use by other tenants of the Building and the adjoining commercial office buildings and a portion which is dedicated to Tenant's sole use.

1.3 **Common Area Use.** Tenant and Tenant's agents, contractors, customers, directors, employees, invitees, officers, and patrons (collectively, the "Tenant's Permittees") have a non-exclusive privilege and license to use, during the Lease Term, the Common Areas in common with all other tenants, occupants, and authorized users thereof and their respective permittees.

#### 1.4 **Parking.**

a. Landlord will operate and maintain a parking garage structure, for the benefit and use of all tenants of the Building and their permittees, as well as tenants and permittees of Landlord, and for the general public (the "Parking Garage").

b. Tenant will have 50 spaces in the basement of the Parking Garage that will be marked "Reserved" for Tenant's use.

c. Any area(s) designated by Landlord as being for reserved parking will not be accessible or available for use by other tenants or by the general public.

d. The Tenant's share of the cost of maintenance, operation, repair, and management of the Parking Garage will be included in Operating Costs. Landlord's and Tenant's rights and responsibilities with respect to the Parking Garage are as set forth in Exhibit D.

## 2. **Term.**

2.1 **Initial Term.** Landlord will let and Tenant will accept the Premises in accordance with the terms of this Lease for 120 months, effective as of the later of November 1, 2010 or the completion of Landlord's Work (defined below) (the "Commencement Date") and ending as of 5:00 p.m. on October 31, 2020 (the "Expiration Date") (the "Lease Term").

#### 2.2 **Renewal Option.**

a. Tenant may, at its option, renew the Lease under its then existing terms and conditions for up to three (3) successive one (1) year periods.

b. Tenant upon notice provided to Landlord at least one hundred and twenty (120) days prior to the Expiration Date, or one hundred and twenty (120) days prior to each successive Expiration Date, may exercise this renewal option for up to three (3) successive one (1) year periods.

### 2.3 Holding Over.

a. If Tenant holds over after the Expiration Date or any extension thereof, Tenant will be a tenant at sufferance; the Base Rent will be 125% of the sum of the Base Rent payable immediately prior to the Expiration Date, plus any amounts due.

b. Except as expressly modified by this section, the terms, covenants and conditions of this Lease will apply to such holdover tenancy.

c. Tenant will indemnify, defend and hold Landlord harmless for, from and against any and all liability, obligations, claims, losses, expenses, or attorneys' fees incurred by Landlord as a result of any unauthorized holdover by Tenant or any other failure of Tenant to deliver the Premises when and as required by this Lease.

### 3. Rent.

3.1 **Base Rent.** Tenant must pay rent according to the following schedule ("Base Rent") upon the Commencement Date and on the first day of each month thereafter until the Expiration Date:

Months 1 through 12:	\$1.05 per square foot of Interior Space.
Months 13 through 24:	\$1.30 per square foot of Interior Space.
Months 25 through 36:	\$1.55 per square foot of Interior Space.
Months 37 through 48:	\$1.80 per square foot of Interior Space.
Months 49 through 60:	\$2.00 per square foot of Interior Space.
Months 61 through 72:	\$2.25 per square foot of Interior Space.
Months 73 through 84:	\$2.50 per square foot of Interior Space.
Months 85 through 96:	\$2.75 per square foot of Interior Space.
Months 97 through 108:	\$3.00 per square foot of Interior Space.
Months 109 through 120:	\$3.25 per square foot of Interior Space.

a. Tenant must pay to Landlord, without deduction, setoff, prior notice, or demand, for the use and occupancy of the Premises, the Base Rent, payable in advance on the first day of each and every calendar month during the Lease Term.

b. If the Lease Term commences on a date other than the first day of a calendar month, the Base Rent for that month (if applicable) will be prorated on a per diem basis (based on a 30-day month) and be paid to Landlord within five (5) days after the Commencement Date.

c. Annual Base Rent for each optional renewal period will be increased by \$0.25 per square foot at the beginning of the renewal period.

### 3.2 Common Area Maintenance Charge.

a. Beginning on the Commencement Date, Tenant must pay in equal monthly installments, a Common Area Maintenance Charge ("CAM Charge") as additional rent.



(1) CAM Charge is an amount equal to 82% of the annual estimated Operating Cost, as defined in this section, which percentage is equal to the rentable square feet comprising the Premises divided by the total number of rentable square feet in the Building.

(2) If the Lease Term begins or ends anytime other than the first or last day of an Operating Year, the CAM Charge thereof will be prorated accordingly.

b. Prior to the end of each Operating Year, Landlord will provide Tenant with a written statement of the estimated CAM Charge for the next succeeding Operating Year and this amount, divided by twelve, will be the monthly CAM Charge due from Tenant along with the Base Rent.

c. If the amount of the CAM Charge collected from all tenants of the Building during the Operating Year is less than the actual Operating Costs incurred ("Operating Shortfall"), Tenant must pay Landlord during the six (6) months following the end of the Operating Year, in addition to and concurrently with each payment of the Base Rent and CAM Charge, an amount equal to 1/6 of the Operating Shortfall.

d. If the amount of the CAM Charge collected from all tenants of the Building during the Operating Year is more than the actual Operating Costs incurred ("Operating Overage"), the Operating Overage will be used to reduce the estimated amount of CAM Charge for the following Operating Year.

e. Within ninety (90) days after the end of each Operating Year, Landlord will provide Tenant with a statement showing the actual Operating Costs incurred by Landlord.

(1) Tenant shall have the right, upon written notice to Landlord, to audit Landlord's books.

(2) If Tenant's audit indicates Tenant has been overcharged, then an appropriate refund shall be made to Tenant; and, furthermore, if said overcharge is more than five percent (5%), Landlord shall additionally pay for the actual cost of Tenant's audit.

f. Notwithstanding any contrary provision of this Lease, in determining the amount of the CAM Charge for any calendar year during the Lease Term, if less than one hundred percent (100%) of the leasable area of the Building shall have been occupied by tenant(s) at any time during any such calendar year, the CAM Charge shall be determined for such calendar year to be an amount equal to the expenses which would normally be expected to be incurred had such occupancy been one hundred percent (100%) throughout such calendar year, as determined under generally accepted accounting principles consistently applied.

g. Notwithstanding any contrary provision of this Lease, controllable Operating Expenses will not increase by more than three and one half percent (3½%) of the prior year's CAM Charges.

(1) Controllable Operating Expenses would be those which are reasonably controllable by Landlord, and would specifically exclude real estate taxes, insurance and utilities.

(2) Landlord's administrative expenses and management fees shall be capped at no more than ten percent (10%) of the total annual CAM Charge.

h. Notwithstanding anything in this Lease to the contrary, failure by Landlord to give notices or statements of Operating Costs within the time specified, and grant of "free rent" or fee concessions, will not waive Landlord's right to require payment (or to recover underpayments) by Tenant of Tenant's CAM Charge.

i. "Operating Costs" means those expenses paid or incurred by Landlord (whether directly or through independent contractors) during the Operating Year for managing, maintaining, operating, equipping and repairing the Building, the Common Areas and the Land, including, but not limited to, the cost of water; maintaining and operating sewer or waste disposal services for the Building; landscaping; cost of all utilities and services consumed or performed on the Common Areas; security systems or guards; services, supplies, repairs, and replacements, or other expenses for managing, maintaining, operating, or repairing the Building, the Common Areas and the Land including, but not limited to, costs (including interest) associated with any financing incurred in connection with repairing or maintaining the Building or other capital repair items amortized in accordance with generally-accepted accounting principles; insurance (including, without limitation, the coverage described in the Insurance section, and all other coverage obtained by Landlord as set forth in this Lease, whether by separate policy, inclusion in a blanket policy, or self insurance retention, in which case the reasonable value of self insurance shall be included in Operating Costs), amortization (over the reasonable life of the item) of the cost of installation of capital investment items which are installed primarily for the purpose of reducing Operating Costs or which may be required by any governmental authority; trash and rubbish removal; management fees, and legal and accounting expenses as may be ordinarily incurred in the operation and maintenance of a retail building; and any other expense or charge whether or not hereinabove described which, in accordance with consistently applied generally-accepted accounting and management principles would be considered an expense of managing, maintaining, operating, or repairing the Building, the Common Areas and the Land; and all impositions, taxes, assessments (special or otherwise), and other governmental levies and charges of any and every kind, ordinary or extraordinary, foreseen or unforeseen, assessed or imposed, upon or with respect to the ownership of, or other taxable interest attributable to, the Building, the Common Areas, the Land, and any improvements, fixtures, equipment, and other property of Landlord, real or personal, located in, or used in connection with, the operation of the Building, the Common Areas, and the Land and any tax which shall be imposed on any interest or excise in addition to or in lieu of the foregoing real or personal property taxes.

j. The term "Operating Year" means a year beginning July 1 and ending June 30.

k. Tenant will continue to pay CAM Charges in accordance with the above during any optional renewal period.

### 3.3 Assessments.

a. Tenant must pay to Landlord, in addition to and simultaneously with any other amounts payable to Landlord under this Lease, a sum equal to the aggregate of any municipal, county, state, or federal excise, sales, use, or transaction privilege taxes now or hereafter legally levied or imposed against, or on account of, any or all amounts payable under this Lease by Tenant or the receipt thereof by Landlord (except state, federal or any other income taxes, gift taxes, inheritance taxes and estate taxes imposed or levied against Landlord).

b. This Lease is specifically subject to the municipal property excise tax established under A.R.S. § 42-6201 et seq. and the failure by the Tenant to pay the tax after notice and an opportunity to cure is an event of default that could result in divesting Tenant of any interest in or right of occupancy of the Premises.

c. Tenant must pay, prior to delinquency, all taxes levied upon fixtures, furnishings, equipment, and personal property placed on the Premises by Tenant. If any or all of Tenant's fixtures, furnishings, equipment, or personal property is assessed and taxed with any assessments or taxes paid by Landlord, Tenant must reimburse Landlord for such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to the Tenant's property.

d. Tenant will continue to pay assessments in accordance with the above during any optional renewal period.

3.4 **Tenant Improvement Period.** Tenant's obligation to pay the Base Rent, CAM Charge, and Assessments is abated for an initial period as set forth in Exhibit C in order to allow Tenant to complete its Tenant Improvements as set forth herein, and Base Rent will become due upon the earlier of the completion of the Tenant Improvements such that a Certificate of Occupancy can be secured or the expiration of that period regardless of the completion of Tenant's Improvements.

3.5 **Independent Obligations.** Tenant's obligation to pay the Base Rent, CAM Charge, and Assessments are independent of any other term, covenant, condition, or provision herein contained.

## 4. Payment of Rent.

4.1 **Recipient.** Tenant must pay Base Rent and all other charges herein specified to Landlord at the address set forth herein or to another person and at another address as Landlord from time to time designates in writing.

4.2 **Late Charges.** Base Rent or other charges payable by Tenant to Landlord under the terms of this Lease that are not received within ten (10) days after the date due (the

"Delinquency Date") will automatically (and without notice) incur a one-time late charge of 5% of the delinquent amount.

a. The parties acknowledge that this is a reasonable fee to compensate Landlord for its additional costs to process delinquencies, and is not a penalty.

b. Further, any Base Rent or other charges payable by Tenant to Landlord and not paid prior to the Delinquency Date will bear interest from the Delinquency Date at the "Delinquency Interest Rate."

c. As used in this Lease, the term "Delinquency Interest Rate" means the greater of:

(1) Five (5) percentage points over the interest rate publicly announced as prime rate from time to time by the federal reserve bank (if such term is no longer utilized, the interest rate utilized by banking institutions to replace the prime rate); or

(2) 10% per annum.

d. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Rate will be reduced to the highest rate allowed by law.

**4.3 Rights and Remedies.** Landlord's right to receive, and the receipt or acceptance thereof, late charges or interest for delinquent amounts does not limit or restrict Landlord's other rights and remedies.

a. Landlord's acceptance of partial payments of amounts due, or payments without inclusion of late charges or interest does not limit, restrict, or waive Landlord's right to collect the full amounts due and all accrued late charges and interest; nor is any endorsement or statement on any check or on any letter accompanying any check or payment as Base Rent an accord and satisfaction.

b. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of any unpaid or owing Base Rent or to pursue any other remedy set forth in this Lease.

c. Receipt of a check does not constitute payment unless the check is honored by the bank upon which it is drawn, and late charges and interest will accrue from the original due date if a check is dishonored.

d. No receipt of money by Landlord from Tenant after the termination of this Lease, after the service of any notice relating to the termination of this Lease, after the commencement of any suit, or after final judgment for possession of the Premises, reinstate, continue or extend the Lease Term or affect any such notice, demand, suit or judgment.

**5. Security Deposit.**

**5.1 Deposit.** Upon execution of this Lease, Tenant must deposit with Landlord a Security Deposit equal to two (2) months' Base Rent as security for the full and faithful performance of each and every term, condition, covenant, and provision of this Lease.

a. Tenant acknowledges that the Security Deposit is not an advance payment of Base Rent or any other charges owing under the Lease, is not a payment of "last month's rent," and does not constitute a payment by Tenant of any sums owing pursuant to this Lease except the required Security Deposit.

b. Tenant is not entitled to any interest on the Security Deposit.

c. Landlord is not required to maintain such funds in a segregated account, but may deposit such funds in any general account of Landlord, provided that such commingling in no way affects Landlord's obligations to Tenant regarding such funds hereunder.

**5.2 Application.** If Tenant defaults in any of the terms, conditions, covenants, and provisions of this Lease, including, but not limited to, the payment of Base Rent or other charges, Landlord may, but need not, apply all or part of the Security Deposit, not as liquidated damages, but for the payment of any Rent or charge then due or for any other sum which Landlord may spend, or be required to spend, by reason of Tenant's default.

a. If any portion of the Security Deposit is applied to any amount due, Tenant must, no later than five (5) business days following demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount.

b. Tenant's failure to restore the Security Deposit to its original amount is a material breach of this Lease.

**5.3 Return.** Should Tenant fully and faithfully comply with all of the terms, conditions, covenants, and provisions of this Lease, the Security Deposit, or any balance thereof, will be returned to Tenant or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease, within ten (10) days after the Expiration Date (or earlier termination of this Lease) and surrender of the Premises by Tenant.

**5.4 Release Upon Transfer.** Tenant agrees that, if Landlord sells or exchanges Landlord's interest in the Premises during the Lease Term, Landlord will either pay, transfer, or assign the Security Deposit to any subsequent owner and, in that event, Tenant hereby releases Landlord from all liability for the return of the Security Deposit, or will refund the Security Deposit to Tenant in accordance with this Lease.

**5.5 Rights and Remedies.** Landlord's rights regarding the Security Deposit are in addition to and do not preclude any other rights, remedies, or recoveries available to Landlord by law or pursuant to this Lease.

6. **Utilities.**

6.1 Tenant must pay, prior to delinquency, all charges for gas, heating and cooling, electricity, power, telephone service, trash removal, and all other services or utilities used in, upon, or about the Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the Lease Term.

6.2 Except to the extent of Landlord's negligence or willful misconduct, Landlord shall not be liable for damages nor shall rent or other charges abate in the event of any failure or interruption of any utility or service supplied to the Premises or Building by a utility or municipality, and no such failure or interruption shall entitle Tenant to terminate this Lease.

7. **Condition of the Premises.**

7.1 Landlord's Work. Prior to the scheduled Commencement Date, Landlord shall, at Landlord's sole cost and expense, be responsible for the construction and completion of those certain improvements to the Premises that are further described on the attached Exhibit F ("Landlord's Work").

a. If Landlord's Work is not complete prior to the Commencement Date, the Commencement Date shall be extended until such time as Landlord's Work is complete; provided, however, if the date of completion of the Landlord's Work shall be delayed beyond that date which is sixty (60) days after the originally-scheduled Commencement Date, Tenant shall have the option of terminating this Lease upon fourteen (14) days' notice to Landlord that it intends to terminate this Lease if Landlord's Work is not completed within such fourteen (14) day period of time.

b. Landlord warrants and guarantees that all of Landlord's Work will be performed in a good and workmanlike manner, without material defect and in accordance with all applicable laws, regulations, codes, and regulations.

c. No less than ten (10) days prior to completion of Landlord's Work, Tenant and Landlord will jointly inspect the Premises and prepare a punch list of items to be completed (the "Punch List"), and Landlord will satisfactorily complete all items on the Punch List within ten (10) days after the date of the inspection.

7.2 As of the Commencement Date, Tenant has had the opportunity to fully inspect the Premises and, subject to the completion of Landlord's Work, accepts the Premises "AS IS" and, except as otherwise provided in this Lease, Landlord makes no warranty as to the condition of the Premises, other than the following representations and warranties:

a. For two (2) years after the commencement date of this Lease, that the Premises' electrical, plumbing (including septic, if applicable), sprinkler, and HVAC systems, are sound, operational and in good working condition (for example – the HVAC unit sufficiently heats and cools the Building) and Landlord agrees to repair or replace any item that does not meet this warranty; provided, however, to the extent that Tenant is responsible for the repair or replacement of any such items, the maximum amount Tenant will be required to pay for any repair or maintenance to these systems is \$500 per event.

b. For the Term of this Lease, the physical structure, including, but not limited to, the Building, its supports, ceiling, and/or roofing are physically sound without material fault and/or infestation (for example – the roof and roofing system is structurally sound and watertight).

7.3 At the expiration or earlier termination of this Lease, the Premises must be returned to Landlord in a condition as good as it was at the Commencement Date, reasonable wear and tear excepted.

## 8. Tenant Improvements and Alterations.

8.1 **Statutory Compliance.** All design and construction activity within the Building must be completed in compliance with Title 34, Arizona Revised Statutes and must conform to and be in substantial accordance in quality and appearance with the quality and appearance of improvements in the balance of the Building.

8.2 **Term and Conditions.** Tenant will undertake all alteration and/or modification of the Premises for the purposes of constructing those improvements designated as tenant improvements in Exhibit C (the "Tenant Improvements") in accordance with the terms and conditions set forth.

8.3 **Approval.** Prior to commencing any work to the Premises that will exceed \$5,000 (or any work on the Premises during a thirty (30) day period that exceeds \$10,000) or any work that might affect the structural elements of the Building, Tenant must first obtain the written consent of Landlord to the proposed work, by submitting to Landlord for Landlord's approval: (i) complete plans and specifications for the proposed work (which consent will not be unreasonably withheld); (ii) the name of the proposed architect and/or contractor(s) for such alterations and/or improvements; (iii) the materials to be used in connection with such alterations, including, without limitation, paint, carpeting, wall or window coverings and the use of carpet glues and other chemicals for installation of such materials; and (iv) evidence of Tenant's financial ability to complete the construction.

a. Submissions to Landlord must be made at least ten (10) days prior to the commencement of any such construction in the Premises.

b. Following the completion of such Tenant Improvements, Tenant may place partitions and fixtures and may make improvements and other alterations to the interior of the Premises at Tenant's expense, but Tenant must never do any structural work or work that affects the structural integrity of the Building without the further written approval of Landlord.

c. Approval by Landlord under this provision does not obviate the requirements for permits prior to contraction or for required inspections during the course of construction.

8.4 **Notice of Specific Structural Elements and Notice Requirement.** Tenant understands that the Building and the Parking Garage were constructed with post-tension concrete.

a. In light of the use of post-tension concrete for the structure, Tenant is prohibited from conducting any work on the Building or Parking Garage that involves penetration of concrete floor or ceiling surfaces without securing the prior and specific written authorization of Landlord.

b. Tenant's request for authorization to make any penetration into any aspect of the Building or Parking Garage must be accompanied by a report of all required testing and examination by a qualified professional, who has been approved in advance by Landlord.

**8.5 Existing Tenants and Special Events.** All work on Tenant Improvements must not disturb existing tenants or impede any special event planned by the Landlord and, to that extent, the closing, securing, or segregation of any area outside the Premises, closing, securing, or segregation of any Common Area, for the purpose of construction must be approved by Landlord.

**8.6 Landlord Supervision.** Landlord may require that any work which is subject to Section 8.3 above be subject to the supervision of Landlord or its designee; and Landlord may require that the work be done by Landlord's own employees, its construction contractors, or under Landlord's direction, but at the expense of Tenant; and Landlord may, as a condition to consenting to such work, require that Tenant provide financial security adequate in Landlord's judgment so that the improvements or other alterations to the Premises will be completed in a good, workmanlike and lien free manner.

**8.7 Tenant's Architect and Contractor.**

a. In the event Landlord consents to the use by Tenant of its own architect or contractor for the installation of any such alterations or improvements, prior to the commencement of such work, Tenant must provide Landlord with evidence that Tenant's architect or contractor has procured worker's compensation, liability and property damage insurance (naming Landlord as an additional insured) in a form and in an amount approved by Landlord, and evidence that Tenant's architect or contractor has procured the necessary permits, certificates and approvals from the appropriate governmental authorities.

b. Tenant acknowledges and agrees that any review by Landlord of Tenant's plans and specifications or right of approval exercised by Landlord with respect to Tenant's architect or contractor is for Landlord's benefit only and Landlord does, by virtue of such review or right of approval, make any representation, warranty or acknowledgment to Tenant or to any other person or entity as to the adequacy of Tenant's plans and specifications or as to the ability, capability or reputation of Tenant's architect or contractor.

**8.8 Transfer of Ownership.** All Tenant Improvements upon completion become the property of Landlord.



**9. Fixtures; Personal Property; and Surrender of Premises.**

9.1 All trade fixtures installed by Tenant and movable furniture that is not permanently affixed to the Premises shall remain the property of Tenant and may be removed by Tenant not later than the Expiration Date, or the earlier termination of the Lease Term, or Tenant's right to possession.

a. Tenant must promptly repair, at its own expense, any damage resulting from such removal. If Tenant fails to remove its personal property, trade fixtures, and moveable furniture upon the Expiration Date, or the earlier termination of the Lease Term, or Tenant's right to possession, the same will be deemed abandoned and become the property of Landlord.

b. Notwithstanding the foregoing, at any time during the Lease Term or thereafter Landlord may require Tenant to remove any personal property placed in the Premises by Tenant or by others at Tenant's direction or with Tenant's actual or implied consent, if the same is dangerous, illegal, or actually or potentially an environmental hazard, and repair any damage caused thereby.

9.2 Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permits before allowing any such property to be moved into or out of the Building.

9.3 All cabinetry, built in appliances, wall coverings, floor coverings, window coverings, electrical and plumbing fixtures and conduits, lighting, and other special fixtures that may be placed upon, installed in, or attached to the Premises by Tenant will, at the Expiration Date or earlier termination of this Lease for any reason, become the property of Landlord and remain upon and be surrendered with the Premises, without disturbance, molestation, or injury unless designated by Landlord to be removed, in which case Tenant must remove the same prior to the Expiration Date or earlier termination of the Lease Term and repair any damage caused thereby.

9.4 At the Expiration Date or upon the earlier termination of the Lease Term or Tenant's right to possession, Tenant must surrender the Premises in good order and condition, reasonable wear and tear and casualty damage excepted, and must deliver all keys to Landlord.

9.5 Tenant must further surrender to Landlord any Parking Garage cards that may have been issued.

**10. Liens.**

10.1 Tenant must keep the Premises, the Building and the Land free from any liens arising out of work performed, material furnished, or obligations incurred due to Tenant's actions, the actions of Tenant's Permittees or contractors, or the failure of Tenant to comply with any law, excluding, however, security interests in Tenant's personal property subordinate to Landlord's lien rights.

10.2 In the event any such lien does attach against the Premises, Building, or Land, and Tenant does not discharge the lien or post bond (which under law would prevent foreclosure or execution under the lien) within 10 business days after demand by Landlord, such event will be a default by Tenant under this Lease and, in addition to Landlord's other rights and remedies, Landlord may take any action necessary to discharge the lien.

10.3 Tenant must pay Landlord upon demand all costs or expenses (including reasonable attorney's fees and costs, whether or not suit be instituted) incurred by Landlord by reason of attachment or discharge of such lien, and indemnify, defend and hold Landlord harmless for, from and against any and all liability, claims, or losses arising out of attachment of such lien.

## 11. Use of Premises; Rules and Regulations.

11.1 **Designated Use.** Tenant may use and occupy the Premises for commercial office use that is related to dispatch services for medical emergency and non-emergency transportation and related services for which the Premises may be occupied twenty-four (24) hours a day, seven (7) days a week.

11.2 **Requirements.** Tenant agrees to:

a. Comply with all statutes, ordinances, rules, regulations, and orders of all municipal, state, and federal authorities now in force or which may hereafter be in force to the extent applicable to Tenant's particular manner of use of the Premises, and to not use or permit the Premises to be used in whole or in part for any purpose or use in violation of any of said laws, ordinances, rules and regulations;

b. Keep the Premises in a neat, sanitary, and orderly condition, free of debris, and not deposit or allow its permittees to deposit trash, waste, or debris within Common Areas except within designated areas;

c. Not commit, or allow its permittees to commit, any waste upon the Premises, Building, Common Areas or Land;

d. Not engage, or allow its permittees to engage, in any activity that has the likelihood of increasing the existing premium rate of insurance on the Premises, Building or Building Common Areas or potentially cause a cancellation of any insurance policy or permit to remain in or about any such area any item that may be prohibited by standard form fire insurance policies;

e. Not use, or allow its permittees to use, the Premises, Building or Common Areas for any offensive, noisy, or dangerous trade, business, or occupation, or anything against public policy, or interfere with the business of or disturb the quiet enjoyment of any other tenant in the Building or Land;

f. Not use, or allow its permittees to use, the exterior of the roof or walls of the Premises or the Building for any purpose;

g. Not display anything in any windows without prior written consent of Landlord;

h. Not use or allow its permittees to use the Common Areas for purposes other than the purposes intended for such areas;

i. Faithfully observe and comply (and cause Tenant's Permittees to observe and comply) with the Rules and Regulations (Exhibit B), the Parking Rules and Regulations (Exhibit D), and all reasonable and nondiscriminatory modifications of and additions thereto; and

j. Not use, generate, manufacture, transport to or from, store, or dispose of, in, under, or about the Premises, the Building, the Land, or the Parking Garage, any Hazardous Materials. For purposes of this Lease, "Hazardous Materials" includes, but is not limited to: (i) flammable, explosive, or radioactive materials, hazardous wastes, toxic substances, or related materials; (ii) all substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous chemical substances or mixtures" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., as amended by Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; (iii) those substances listed as hazardous substances in the United States Department of Transportation Table (49 CFR 172. 10 and amendments thereto) or by the Environmental Protection Agency (or any successor agent) (40 CFR Part 302 and amendments thereto); (iv) any material, waste, or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to the Clean Water Act (33 U.S.C. § 1317); and (v) all substances defined as "hazardous wastes" in A.R.S § 49.921(5).

**11.3 Indemnification.** Except when caused or contributed to (whether directly or indirectly) by the acts, omissions or negligence of Landlord or its agents, contractors, subcontractors, employees or invitees, Tenant is solely responsible for, and must indemnify, defend and hold harmless Landlord, its elected officials, directors, officers, employees, agents, successors, and assigns for, from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Tenant's and Tenant's Permittees use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Premises, the Building or the Land, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repairs, cleanup or detoxification of the Premises, the Building, or the Land, and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by Landlord in connection with clauses (i) and (ii) of this section, including but not limited to reasonable attorneys' fees. Notwithstanding the foregoing, Tenant may use in the Premises those Hazardous Materials that are customarily used for general office purposes (i.e., copier toner, liquid paper, glue, ink, and Landlord approved cleaning solvents).

11.4 **Survival.** Tenant's obligations hereunder survive the termination or earlier expiration of this Lease.

12. **Signs.**

12.1 Tenant may not erect or place any sign, lettering, design, banner, decoration, exterior lighting or other advertising device or material either outside the Premise, or inside the Premises if visible from outside the Premises, without the prior written approval of Landlord. Any signs of Tenant not in conformity with this Lease and any signs remaining at the end of the Lease Term must, upon Landlord's demand, be immediately removed by Tenant at its own expense, and Tenant must promptly repair any damage to the Premises resulting from such removal.

12.2 Specific sign criteria applicable to the Premises are set forth in Exhibit E.

13. **Rights Reserved By Landlord.**

13.1 In addition to all other rights, Landlord has the following rights, exercisable without notice, without liability to Tenant, without effecting an eviction, constructive or actual, and without giving right to any claim for set off or abatement of Base Rent:

a. To decorate and to make repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises and during the continuance of any of said work to temporarily close doors, entryways, public space, and corridors in the Building, and to interrupt or temporarily suspend Building services and facilities and to change the number of floors, the size, dimensions, arrangement, and location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets, or other Interior Common Facilities or Common Areas, so long as the Premises are reasonably accessible;

b. To change, rearrange, add to, or subtract from the Common Areas, provided Tenant has adequate access to the Premises and the Parking Garage;

c. To grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right does not operate to exclude Tenant from the use expressly permitted herein;

d. To approve the weight, size, and location of safes and other heavy equipment and items in and about the Premises and the Building, and to require all such items and furniture and similar items to be moved into and out of the Building and Premises only at such times and in such manner as Landlord directs in writing;

e. To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord;

f. To take all such reasonable measures as Landlord may deem advisable for the security of the Building and its occupants, including without limitation, the evacuation of the Building for cause, suspected cause, or for drill purposes, the temporary

denial of access to the Building, and the closing of the Building after regular working hours; and

g. To relocate the Premises to another location of substantially equivalent size and location in the Building provided such relocation does not increase the Base Rent or other costs payable by Tenant under this Lease.

13.2 If Landlord elects to move Tenant, Landlord will build out or renovate the new location with Tenant Improvements at the new location substantially equal to the Tenant Improvements constructed or to be constructed on the original Premises pursuant to Exhibit C, and Landlord will pay Tenant's reasonable costs of moving to the new location, including incidental costs such as reprinting stationery and new signage, but Landlord will have no other or additional liability to Tenant with respect to relocation, including, loss of revenues or profits.

13.3 Landlord's reservation of the rights set forth in this section imposes no obligation or duty upon Landlord to exercise said rights.

#### 14. Quiet Enjoyment.

14.1 Landlord agrees that, upon Tenant's paying Base Rent and other charges, and keeping and performing all of the terms, conditions, covenants, and provisions of this Lease, Landlord will do nothing that will prevent Tenant from peaceably and quietly enjoying, holding, and occupying the Premises during the Lease Term.

14.2 This covenant does not extend to any disturbance, act, or condition brought about by any other tenant or occupant in the Building and is subject to the rights of Landlord set forth in this Lease. Tenant agrees this Lease is subordinate and subject to the Rules and Regulations specified herein.

14.3 This subordination provision is self operative; however, Tenant agrees to execute and deliver such further instruments necessary to subordinate this Lease to the foregoing matters.

#### 15. Maintenance and Repair.

15.1 **Landlord's Obligation.** Subject to the provisions of this Lease, Landlord will maintain the Building in good condition and repair, reasonable wear and tear excepted.

a. Tenant waives all rights to make repairs at the expense of Landlord, and Landlord's maintenance and repair costs, if any, are Operating Costs.

b. The foregoing notwithstanding, Landlord shall not be liable to Tenant for failure to make repairs as required herein unless Tenant has previously notified Landlord, in writing, of the need for such repairs and Landlord has failed to commence said repairs within a reasonable time (but in no event less than thirty (30) days) following receipt of Tenant's written notification, or such lesser period as is reasonable in the event of a bona fide emergency.

c. Landlord has no obligation to alter, remodel, improve, renovate, decorate, or paint the Premises at any time during the Lease Term.

#### 15.2 Tenant's Obligations.

a. If Landlord would be required to perform any maintenance or make any repairs because of: (i) modifications to the roof, walls, foundation, and floor of the Building from that set forth in Landlord's plans and specifications which are required by Tenant's design for improvements, alterations and additions; (ii) installation of Tenant's improvements, fixtures, or equipment; (iii) a negligent or wrongful act of Tenant or Tenant's Permittees; or, (iv) Tenant's failure to perform any of Tenant's obligations under this Lease, Landlord may perform the maintenance or repairs and Tenant must pay Landlord the cost thereof plus a reasonable amount for Landlord's overhead upon receipt of a statement from Landlord.

b. Tenant must:

1. Pay Landlord's cost of maintenance, repair or janitorial services that exceed the level of such services that Landlord is otherwise required to perform or provide hereunder, in connection with any special leasehold improvements. Landlord's costs under this subsection will not be deemed an Operating Cost;

2. Indemnify, defend and hold Landlord harmless for, from and against any and all liability, obligations, claims, costs, damages, expenses, or attorneys' fees incurred or sustained as a result of any damage, injury, or destruction of the Premises, Building or Common Areas arising from the actions or negligence of Tenant or Tenant's Permittees.

15.3 **Conflict.** To the extent that the terms of the Damage and Destruction section of this Lease may, under the then existing circumstances, conflict with the provisions of this section, the Damage and Destruction section will govern.

#### 16. Entry and Inspection.

16.1 Upon no less than 24 hours' prior written notice, Landlord and Landlord's agents will have the right to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same; performing Landlord's maintenance and repair obligations under this Lease; maintaining or making repairs, alterations, or additions to any other portion of the Building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required; posting notices of nonliability for alterations, additions, or repairs, or of the availability of the Premises for lease or sale; or showing the Premises to potential tenants and purchasers.

16.2 If Tenant will not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein will be necessary or permissible, Landlord or Landlord's agents may use a master key to enter, without in any manner affecting the obligations and covenants of this Lease.

16.3 Landlord actions under this section will create no claim of actual or constructive eviction, abatement of rent, and, furthermore, will create no liability on the part of Landlord for any claim related to the loss of occupation or quiet enjoyment of the Premises except to the extent of Landlord's negligence or willful misconduct.

**17. Insurance and Indemnification of Landlord.**

17.1 **Tenant's Required Insurance.** Tenant will maintain in full force and effect during the entire term of this Lease, at its own cost and expense, the following policies of insurance:

a. **Commercial General Liability Insurance and Umbrella Liability Insurance** in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This policy will provide coverage for bodily injury, property damage, advertising, personal injury, premises, operations, independent contractors, products completed operations, fire, legal, and liability assumed under an insured contract both oral and written.

b. **Commercial Automobile Insurance and Umbrella Liability Insurance** in an amount equal to that currently maintained by Tenant, but not less than \$1,000,000 per accident. Such insurance will cover liability arising out of any auto (including owned, hired and non-owned autos) used in connection with Tenant's use of the Premises.

c. **Workers' Compensation Insurance and Employers' Liability Insurance** as required by law and in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and Employer's Liability Insurance in an amount not less than \$500,000.

d. **Commercial Property Insurance** covering the Premises including fixtures, inventory, equipment, Tenant improvements and betterments and all other content of the Premises and (if any, such as installed by or for Tenant) all mechanical, plumbing, heating, ventilating, air conditioning, and electrical. The policy must include coverage for the following: vandalism, malicious mischief, and sprinkler leakage. Such insurance will provide for 100% of the full replacement cost. Any coinsurance requirement in the policy will be eliminated through the attachment of an agreed amount endorsement, or as is otherwise appropriate under the particular policy form. The proceeds of such insurance, so long as this Lease remains in effect, will be used to repair and/or replace the Premises, and the Leasehold Improvements, fixtures, glass, equipment, mechanical, plumbing, heating, ventilating, air conditioning, electrical, telecommunication and other equipment, systems and facilities so insured.

e. **Other Coverage.** Any other forms of insurance Landlord may reasonably require from time to time, in form and amounts and for insurance risks against which a prudent Tenant of comparable size in a comparable business would protect itself.

f. **Review of Coverage.** Not more frequently than once each three (3) years, if, in the opinion of Landlord, the amount of any required insurance coverage is not

adequate, Tenant will increase the insurance coverage as reasonably required by Landlord but not more than the amount customarily required by landlords for comparable buildings.

**17.2 Form of Insurance.** All insurance required to be carried by Tenant hereunder must:

a. Be issued by insurance carriers authorized to conduct business in the State of Arizona and with an A.M. Best's guide rating of no less than A;

b. Be written as primary insurance and non contributory over any insurance purchased by Landlord;

c. Contain a provision whereby each insurer agrees to give Landlord at least thirty (30) days' prior written notice of any cancellation;

d. Be written on an occurrence basis; any policies underwritten as claims-made basis will not satisfy the insurance requirements outlined above;

e. Not be modified to reduce the extent of coverage or limits required herein without prior written notice to Landlord;

f. With respect to Commercial General Liability, Commercial Automobile Liability and Umbrella Liability policies, ensure that the Landlord be added by endorsement as an additional insured to the policies;

g. Provide evidence of Commercial Property Insurance and of all other insurance as well as certificates and appropriate endorsements to Landlord five (5) days prior to occupancy, and evidence of renewal will be provided to Landlord no less than fifteen business days prior to expiration.

**17.3 Failure to Maintain, Failure to Provide.**

a. If Tenant fails to acquire and maintain the insurance required pursuant to this section, Landlord may but is not obligated to, and in addition to any other rights and remedies available to Landlord, acquire such insurance and pay the requisite premiums, which premiums will be payable by Tenant to Landlord immediately upon demand.

b. Landlord's failure, at any time, to object to Tenant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance) will not be deemed a waiver of Tenant's obligations under this section.

**17.4 Blanket Insurance.** Tenant may, at its option, satisfy its insurance obligations hereunder by obtaining insurance commonly known as blanket insurance coverage, provided that the same will, in all respects, comply with the provision hereof; and, in such event, Tenant will not have complied with its obligation hereunder until Tenant obtains and delivers to Landlord a certificate of insurance with appropriate endorsements, or upon Landlord's request, a copy of the required policy with appropriate endorsement.



**17.5 Waiver of Subrogation.** Tenant hereby waives any right of recovery from Landlord, Landlord's officers or employees, for any loss, damage (including consequential loss) resulting from any of the perils insured against by Tenant's fire and extended coverage insurance policy to the extent of all proceeds thereof.

**17.6 Indemnification and Waiver.**

a. Except to the extent of Landlord's negligence or willful misconduct, Tenant will indemnify, defend and hold Landlord harmless from and against any and all claims, suits, actions, proceedings, liability, damages, costs or expenses, including reasonable attorneys' and experts' fees and court costs arising: (i) from any act, omission, or negligence of Tenant or its officers, contractors, licensees, agents, employees, guests, invitees, or visitors in or about the Premises; (ii) from Tenant's particular use, maintenance, and repair of the Premises; (iii) from any breach or default under this Lease by Tenant; or (iv) from or relating to the enforcement by Landlord of the provision of this Lease as against Tenant.

b. Except when caused or contributed to (whether directly or indirectly) by the acts, omissions or negligence of Tenant, its agents, contractors, subcontractors, employees or invitees, Landlord will indemnify, protect and hold Tenant harmless for, from and against any liens, damages, losses, or liability claims or expenses, including reasonable attorneys' fees, which result from any activities of Landlord, its agents, employees, or invitees on the Premises or which arise out of any breach of Landlord's obligations, warranties and representations to Tenant as contained in this Lease.

c. This provision will not be construed to make Tenant responsible for loss, damage, liability or expense resulting from the injuries to third parties caused by the negligence, acts or omissions of Landlord or its officers, contractors, licensees, agents, employees or invitees.

d. The provisions of this section will survive the expiration or termination of this Lease.

**18. Landlord's Insurance.** Landlord will maintain, at its discretion, a self-insured retention or comprehensive general public liability insurance against claims for personal injury, death, or property damage occurring on the Common Areas, fire and extended coverage (all risk) insurance on the Building and Parking Garage, and such other insurance as Landlord deems reasonably necessary.

**19. Damage and Destruction of Premises.**

**19.1 Obligation to Repair.** In the event of: (i) fire or other casualty damage to the Premises or the Building during the Lease Term which requires repairs to either the Premises or the Building; or (ii) the Premises or Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, or particular manner of use of the Premises, which declaration requires repairs to either the Premises or the Building, Landlord will commence to make said repairs within 30 days and diligently proceed to completion within 120 days. In the event Landlord does not complete any such work within said

120 days, or a period that is reasonable for the particular repairs, or in the event Landlord elects not to repair the Premises or Building as may be permitted hereunder, Tenant shall have the right and option of terminating this Lease upon 30 days' written notice to Landlord.

a. Except as provided in this section, the Base Rent will be proportionately reduced while such repairs are being made, based upon the extent to which the making of such repairs will interfere with the business carried on by Tenant in the Premises.

b. Landlord will have no obligation to repair, restore, or replace Tenant's trade fixtures or other personal property and Tenant will be solely responsible therefor.

c. Landlord will not be obligated to make repairs to the extent that the cost thereof exceeds the third party insurance proceeds that are available to the Landlord to cover the loss.

**19.2 Contingencies.** Landlord's obligation to repair the Premises is subject to each of the following provisions:

a. During the last year of the Lease Term should the Premises be damaged as a result of fire or any other insured casualty, Landlord has the right to terminate this Lease upon written notice to Tenant within thirty (30) days from damage occurrence or casualty.

b. Should the Premises be damaged to the extent of 25% or more of replacement value, Landlord has the right to terminate this Lease upon written notice to Tenant within thirty (30) days from damage occurrence or casualty.

c. Should the Premises or the Building be damaged or destroyed as a result of a casualty not insured against, Landlord has the right to terminate this Lease upon written notice to Tenant within ninety (90) days from damage occurrence or casualty.

d. Should the Building be damaged or destroyed by fire or other cause to the extent of 20% or more of the Building's replacement value, Landlord has the right to terminate this Lease upon written notice to Tenant within thirty (30) days from damage occurrence or casualty.

e. Upon notice to Tenant, the Lease Term will expire by lapse of time upon the third day after the termination notice is given, and Tenant will vacate the Premises and surrender the same to Landlord.

f. If Landlord elects to terminate this Lease under this section, all rents will be prorated as of the date of damage or destruction and Tenant and Landlord thereupon will be released from all further liability or obligation to each excepting those provisions that survive the termination of this Lease.

**19.3 Waiver of Cancellation.** With respect to any destruction (including any destruction necessary in order to make repairs) which Landlord is obligated to repair or may elect to repair under the terms of this section, Tenant waives any statutory right Tenant may have

to cancel this Lease as a result of such destruction and no such destruction will annul or void this Lease and the provisions of this section supersede Landlord's obligations under this Lease to make repairs.

19.4 **Restoration of Rent.** Unless the Lease is terminated under this section, upon substantial completion of Landlord's restoration obligations, the Base Rent will be restored to the amounts that would have been in effect but for the damage or destruction.

19.5 **Tenant Cause.** Notwithstanding the provisions of this section, if the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the negligent act or omission or willful misconduct of Tenant or any of Tenant's Permittees, then Base Rent will not be reduced during the repair of the damage and Tenant will be liable to Landlord for the cost and expense of the repair and restoration of the Premises or the Building caused thereby to the extent that cost and expense is not covered by insurance proceeds.

20. **Eminent Domain.** Landlord, as a municipal corporation and owner of the Building and Premises, and in addition to any remedy provided for in this Lease, hereby reserves its powers under eminent domain as they might relate to any of the property interests granted Tenant herein.

21. **Assignment and Subletting.**

21.1 **Landlord Approval.** Tenant agrees not to transfer or assign this Lease, or any interest therein, and will not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, including spaces in the Parking Garage, without Landlord's prior written consent, which will not be unreasonably withheld.

a. Tenant will notify Landlord in writing of Tenant's intention to transfer or assign this Lease or to sublet any portion of the Premises for the balance or any portion of the Lease Term.

b. Tenant's notice will include all the terms of the proposed transfer, assignment or sublease and the proposed consideration.

c. Landlord may request that Tenant provide such documents as Landlord determines are necessary relative to the assignee or subtenant, including but not limited to copies of audited financial statements, credit reports, information about principals and an operating history. Landlord has the right to recapture the space described in Tenant's notice and such recapture will, if exercised, cancel and terminate this Lease with respect to the space therein described.

d. Landlord will notify Tenant, in writing and within thirty (30) days after receipt of Tenant's notice, of Landlord's approval of the transfer, assignment or subletting or exercise of its right to recapture the space.

e. Consent by Landlord to one transfer, assignment or subletting will not be deemed to be a consent to any subsequent transfer, assignment or subletting.

f. Consent to an assignment will not release Tenant from any liability under this Lease.

g. Any transfer, assignment or subletting, or attempted transfer, assignment, or subletting, without the prior written consent of Landlord will be void, and will, at the option of Landlord, constitute a default hereunder.

h. Tenant will pay Landlord a processing fee of \$500 and Landlord's reasonable legal fees (not to exceed \$1,000) incurred in connection with the processing of any documents necessary to give consent under this section.

**21.2 Assignments Defined.** For the purposes of this section 21, Landlord's consent shall not be required for Tenant to assign or sublet all or any portion of this Lease or the Premises to an affiliate, parent, or subsidiary, or to any successor by merger, acquisition or consolidation.

**21.3 Base Rent Increase.** In the event Tenant assigns its interest in this Lease or sublets the Premises, the Base Rent will be increased effective as of the date of such assignment or subletting to the amount of rent and total other consideration payable by the assignee or sublessee pursuant to the assignment or sublease agreement, if such rent is in excess of Tenant's Base Rent; however, in no event will the Base Rent after any such assignment or subletting be less than Tenant's Base Rent.

**21.4 Additional Documents.** If Landlord consents to an assignment, sublease or other transfer by Tenant of all or any portion of Tenant's interest under this Lease, Tenant will execute and deliver to Landlord, and cause the transferee to execute and deliver to Landlord, an instrument in the form and substance acceptable to Landlord in which: (i) the transferee adopts this Lease and assumes and agrees to perform, jointly and severally with Tenant, all of the obligations of Tenant hereunder; (ii) Tenant acknowledges that it remains primarily liable for the payment of Base Rent and other obligations under this Lease; (iii) Tenant subordinates to Landlord's statutory lien, contract lien and security interest, any liens, security interests or other rights which Tenant may claim with respect to any property of transferee; and (iv) the transferee agrees to use and occupy the Premises solely for the purposes specified herein and otherwise in strict accordance with this Lease.

**21.5 Non-merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, will not work a merger, and will, at the option of Landlord, terminate all or any existing subleases, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subleases.

22. **Sale of Premises by Landlord.** In the event of any sale of the Building or the Land or any assignment of this Lease by Landlord (or a successor in title), if the assignee or purchaser assumes the obligations of Landlord herein in writing, Landlord (or such successor) will automatically be entirely freed and relieved of all liability under any and all of Landlord's covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence, or omission occurring after such sale or assignment; and the assignee or purchaser will be deemed, without any further agreement between the parties, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease, and will be substituted as Landlord for all purposes from and after the sale or assignment.

23. **Subordination; Recognition and Attornment.**

23.1 **Subordination.** Tenant's interest under this Lease is subordinate to all terms of, and all liens and interests arising under, any ground lease, deed of trust, or mortgage or bond covenants now or hereafter placed on the Landlord's interest in the Premises, the Building, or the Land.

23.2 **Required Amendments.** Tenant agrees to reasonable amendments to this Lease as may be required by a lender, bond trustee, or agent who proposes to fund construction or permanent financing provided the amendment does not increase Tenant's monetary obligations under this Lease.

23.3 **Assignment for Financing.** Tenant further consents to an assignment of Landlord's interest in this Lease to Landlord's lender as required under such financing.

23.4 **New Lease.** If the Premises or the Building is sold as a result of a default under the mortgage, or pursuant to a transfer in lieu of foreclosure, or a ground lease is terminated because of the default of the lessee under such ground lease, Tenant will, at the mortgagee's, purchaser's or ground lessor's sole election, attorn to the mortgagee, purchaser or ground lessor, and if so requested, enter into a new lease for the remainder of the Lease Term.

23.5 **Further Documents.** This section is self operative; however, Tenant agrees to execute and deliver, if Landlord or any mortgagee, bonding agent, purchaser, or ground lessor should so request, such further instruments necessary to subordinate this Lease to a lien of any mortgage, deed of trust, or ground lease to acknowledge the consent to assignment and to affirm the attornment provisions set forth herein.

23.6 **Recognition Upon Transfer.** As long as Tenant is not in default of any term or condition of this Lease beyond any applicable notice and cure period, any transferee, lender, ground lessor or purchase will recognize this Lease and the rights of Tenant hereunder.

24. **Landlord's Default and Right to Cure.**

24.1 **Notice of Claim of Default.** In the event of breach, default, or noncompliance hereunder by Landlord, Tenant agrees, before exercising any right or remedy available to it, to give Landlord written notice of the claimed breach, default, or noncompliance which sets forth facts in sufficient detail for Landlord to assess and evaluate such claim.

24.2 **Additional Notices.** If prior to giving notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of a lender which has furnished financing that is secured by realty mortgage or deed of trust on the Premises or the Building or of a ground lessor, concurrently with giving the notice to Landlord, Tenant agrees to also give notice by certified or registered mail to such lender and/or ground lessor.

24.3 **Landlord's Right to Cure.**

a. For the thirty (30) days following such notice (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be remedied within thirty (30) days), Landlord will have the right to cure the breach, default, or noncompliance involved.

b. If Landlord has failed to cure a default within said period, any such lender and/or ground lessor will have an additional thirty (30) days within which to cure the same or, if such default cannot be cured within that period, such additional time as may be necessary if within such thirty (30) day period said lender and/or ground lessor has commenced and is diligently pursuing the actions or remedies necessary to cure the breach, default, or noncompliance involved (including, but not limited to, commencement and prosecution of proceedings to foreclosure or otherwise exercise its rights under its mortgage or other security instrument or ground lease, if necessary to effect such cure), in which event this Lease will not be terminated by Tenant so long as such actions or remedies are being diligently pursued by said lender and/or ground lessor.

25. **Estoppel Certificates.**

25.1 Tenant agrees at any time and upon request by Landlord, to execute, acknowledge, and deliver to Landlord within fifteen (15) calendar days of demand by Landlord a statement in writing certifying: (i) Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications); (ii) Dates to which Base Rent and other charges have been paid in advance, if any; (iii) Tenant's acceptance and possession of the Premises; (iv) Commencement and Expiration Dates; (v) Base Rent provided under the Lease; (vi) Landlord is not in default under this Lease (or if Tenant claims such default, the nature thereof); (vii) Tenant claims no offsets against the Base Rent; and (viii) Such other information as may be requested with respect to the provisions of this Lease or the tenancy created by this Lease.

25.2 Tenant acknowledges that any such statement delivered pursuant to this section may be relied upon by third parties with regard to the sale or financing of the Premises or the Building.

26. **Tenant's Default and Landlord's Remedies.**

26.1 **Events of Default.** Any of the following individually or in combination will constitute a default by Tenant under this Lease ("Event of Default"):

a. Tenant's failure to pay any amount due and payable hereunder within 10 days after written notice of failure to pay on its due date has been received by Tenant;

b. Tenant's failure to perform any other covenants or obligations to be performed by Tenant under this Lease and such failure will continue for thirty (30) days after notice thereof from Landlord to Tenant, or such longer period of time as may reasonably be required to cure a matter which due to its nature cannot reasonably be cured within thirty (30) days;

c. A petition or proceeding under the Federal Bankruptcy Act or any other applicable state or federal law relating to bankruptcy or reorganization or other relief for debtors is filed or commenced by or against Tenant and, if against Tenant, said proceedings will not be dismissed within ten (10) days following commencement thereof;

d. Tenant is adjudged insolvent, makes an assignment for the benefit of its creditors or enters into an arrangement with its creditors;

e. A writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within ten (10) days thereafter;

f. A receiver is appointed in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant and such receiver is not discharged within a period of ten (10) days after his appointment; or

g. Tenant abandons the Premises (abandonment will be presumed if the Premises are not occupied by at least two (2) employees of Tenant four (4) days a week, six (6) hours a day.

**26.2 Rights Upon Default.** Upon the occurrence of an Event of Default, Landlord will have the right and option to:

a. Prosecute and maintain an action or actions, as often as Landlord deems advisable, for collection of Base Rent, other charges, and damages as the same accrue, without entering into possession and without terminating this Lease; however, any judgment obtained will constitute a merger or otherwise bar prosecution of subsequent actions for Base Rent, other charges, and damages as they accrue.

b. Immediately or at any time thereafter reenter and take possession of the Premises and remove Tenant or Tenant's Permittees and any or all of their property from the Premises.

(1) Reentry and removal may be effected by summary proceedings or any other action or proceedings at law, by force or otherwise.

(2) No action taken, commenced, or prosecuted by Landlord, no execution on any judgment and no act or forbearance on the part of Landlord in taking or accepting possession of the Premises will be construed as an election to terminate this Lease unless Landlord expressly exercises this option.

(3) Upon taking possession of the Premises, Landlord will without termination of this Lease, exercise commercially-reasonable efforts to relet the Premises or any part thereof as agent for Tenant for such rental terms and conditions (which may be for a term extending beyond the Lease Term) as Landlord, in its reasonable discretion, may deem advisable, with the right to make alterations and repairs to said Premises required for reletting.

(4) The rents received by Landlord from such reletting will be applied first to the payment of any costs of reletting, second to the payment of Base Rent and other charges due and unpaid hereunder, and then any residue amounts will be held by Landlord and applied in payment of future Base Rent and other charges as the same may become due and payable hereunder.

(5) If the rents received from such reletting during any month are insufficient to reimburse Landlord for any costs of reletting or Base Rent and other charges due and payable hereunder, Tenant will pay any deficiency to Landlord, with the deficiency calculated and paid monthly.

(6) Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

c. Elect to terminate this Lease by written notice to Tenant.

(1) In the event of such termination, Tenant will immediately surrender possession of the Premises.

(2) If Tenant fails or refuses to surrender the Premises, Landlord may take possession thereof.

(3) Should Landlord terminate this Lease, Tenant will have no further interest in this Lease or in the Premises, and the Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of reletting the Premises, and the value at the time of such termination of the excess, if any, of the amount of Base Rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts will be immediately due and payable at Landlord's election from Tenant to Landlord.

**26.3 Non-Surrender; Non-Termination.** No act or conduct of the Landlord, whether consisting of reentry, taking possession, or reletting the Premises or accepting the keys to the Premises, or otherwise, prior to the expiration of the Lease Term will be or constitute an acceptance of the surrender of the Premises by the Landlord or an election to terminate this Lease unless Landlord exercises its option to do so and such acceptance or election by Landlord will only be effected, and must be evidenced, by written acknowledgement of acceptance of surrender or notice of election to terminate signed by Landlord.



26.4 **Landlord's Self-help.** In the event Tenant is due to render performance in accordance with any term, condition, covenant, or provision of this Lease and Tenant fails to render that performance within ten (10) days after written notification from Landlord that the performance is past due, in accordance with the notice provision hereof or immediately if required for protection of the Premises, Landlord will have the right, but not the obligation, to render such performance and to charge all costs and expense incurred in connection therewith to Tenant.

a. All amounts so charged together with interest thereon at the Delinquency Interest Rate will be considered Additional Rent and will be due and payable immediately to Landlord within ten (10) business days after presentation of a statement to Tenant indicating the amount and nature of such cost or expense.

b. This right is in addition to all of Landlord's other rights and remedies.

26.5 **Non-exclusivity.** No remedy herein conferred upon Landlord will be considered exclusive of any other remedy, but the same will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

a. Landlord may exercise its remedies in any order or combination selected by Landlord in its sole discretion.

b. No delay or omission of Landlord to exercise any right or power arising from any default will impair any such right or power, or will be construed to be a waiver of any such default or acquiescence therein.

## 27. **Landlord's Default.**

27.1 Notwithstanding anything in this Lease to the contrary, Tenant agrees to look solely to the estate and property of Landlord in the Land and the Building (including all rent, profits and proceeds therefrom), subject to prior rights of any mortgagee of the Land and Building or any bond convent incorporating mention of the Land or Building, or any part thereof either, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord under this Lease.

27.2 Tenant agrees that it is prohibited from using any other procedures for the satisfaction of Tenants' remedies.

27.3 Neither Landlord nor any of its elected officials, officers, directors, employees, heirs, successors, or assigns, will have any personal liability of any kind or nature, directly or indirectly, under or in connection with this Lease.

28. **Notices.** Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand will be in writing and will be given or served and will not duly be given or served unless it is in writing and either: (1) delivered personally; (2) deposited with the United States Postal Service, as registered or certified mail, return receipt requested, bearing adequate postage; or (3) sent by overnight express courier (including, without limitation, Federal Express, DHL Worldwide Express,

Airborne Express, United States Postal Service Express Mail) with a request that the addressee sign a receipt evidencing delivery; and (4) addressed to the party as listed below:

**28.1 Addresses for Notice:**

- a. Landlord: City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301
- with a copy to: City Attorney  
City of Glendale  
5850 West Glendale Avenue, Suite 450  
Glendale, AZ 85301
- and a copy to: Property Manager  
City of Glendale  
5850 West Glendale Avenue, Suite 315  
Glendale, AZ 85301
- b. Tenant: SW General, Inc.  
9221 East Via de Ventura  
Scottsdale, AZ 85258  
Attention: Legal Department
- with a copy to: SW General, Inc. at the Leased Premises

**28.2 Change of Address.** Either party may change such address by written notice to the other. Service of any notice or demand will be deemed completed forty-eight (48) hours after deposit thereof, if deposited with the United States Postal Service, or upon receipt if delivered by overnight courier or in person.

**29. Broker's Commissions.**

29.1 Tenant represents and warrants to Landlord that no party has acted as a real estate agent or real estate broker in any manner with respect to the Tenant's lease of the Premises and that no person is due any brokerage commissions or finder's fees in connection with this Lease.

29.2 Tenant will indemnify, defend and hold Landlord harmless for, from and against all liabilities arising from any such claims, including any attorneys' fees incurred by Landlord in connection therewith.

**30. Termination for Cessation of Service.**

30.1 If, at any time during the Term, Tenant discontinues the provisions of its services within the City of Glendale for any reason, Tenant shall have the right to terminate this Lease by delivering to Landlord written notice of termination, which termination shall be effective ninety (90) days after delivery of such notice.

30.2 Should Tenant terminate the Lease in accordance with this paragraph, Tenant will reimburse Landlord for all costs of Landlord's Tenant Improvements and for cost of removing Tenant Improvements and placing the Premises in leasable condition.

**31. General Provisions.**

31.1 This Lease is construed in accordance with the laws of the State of Arizona, and venue for resolution of any dispute arising under this Lease lies exclusively in Maricopa County, Arizona.

31.2 If Tenant is composed of more than one person or entity, then the obligations of such entities or parties are joint and several.

31.3 If any term, condition, covenant, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, conditions, covenants, and provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated.

31.4 The various headings and numbers herein and the grouping of the provisions of this Lease into separate sections are for the purpose of convenience only and are not to be considered a part hereof.

31.5 Time is of the essence of this Lease.

31.6 In the event either party initiates legal proceedings (including arbitration or alternative dispute resolution) or retains an attorney to enforce any right or obligation under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings or the non defaulting party will be entitled to recover all costs and reasonable attorney fees, and in the event of legal proceedings the same will be determined by the court and not by a jury and will be included in any judgment or award obtained.

31.7 If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the Premises by reason of any act or omission of Tenant, Tenant will indemnify, defend and hold Landlord harmless for, from and against all liability by reason thereof, including Landlord's reasonable costs and attorney fees.

31.8 This Lease, together with any exhibit attached hereto, set forth all the terms, conditions, covenants, provisions, promises, agreements, and undertakings, either oral or written, between the Landlord and Tenant.

31.9 No subsequent alteration, amendment, change, or addition to this Lease is binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

31.10 Subject to the Assignment and Subletting section, the covenants herein contained will apply to and bind the heirs, successors, executors, personal representatives, legal representatives, administrators, and assigns of all the parties hereto.

31.11 No term, condition, covenant, or provision of this Lease will be waived except by written waiver of Landlord, and the forbearance or indulgence by Landlord in any regard whatsoever will not constitute a waiver of the term, condition, covenant, or provision to be performed by Tenant to which the same will apply.

a. Until complete performance by Tenant of such term, condition, covenant, or provision, Landlord will be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence.

b. The waiver by Landlord of any breach or term, condition, covenant, or provision hereof will apply to and be limited to the specific instance involved and will not apply to any other instance or to any subsequent breach of the same or any other term, condition, covenant, or provision hereof.

c. Acceptance of Base Rent by Landlord during a period in which Tenant is in default in any respect other than payment of Base Rent will not be a waiver of the other default.

d. Any payment made in arrears will be credited to the oldest amount outstanding and no contrary application will waive this right.

31.12 The use of a singular term in this Lease will include the plural and the use of the masculine, feminine, or neuter genders will include all others.

31.13 Landlord's submission of a copy of this Lease form (or any other term sheet or proposal) to any person, including Tenant, is not an offer to lease or the creation of a lease unless and until this Lease has been fully signed and delivered by Landlord.

31.14 Every term, condition, covenant, and provision of this Lease, having been negotiated in detail and at length by both parties, will be construed simply according to its fair meaning and not strictly for or against Landlord or Tenant.

31.15 If the time for the performance of any obligation under this Lease expires on a Saturday, Sunday, or legal holiday, the time for performance will be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday.

31.16 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of this Lease will survive the expiration or earlier termination of this Lease, including, without limitation, all payment obligations with respect to Base Rent and other charges, and all obligations concerning the condition of the Premises.

31.17 Tenant will not record this Lease, nor any copy or memorandum thereof, and any breach by Tenant of this paragraph will constitute an immediate default by Tenant entitling Landlord to invoke any and all of Landlord's remedies available for default.

*[signatures appear on the following pages]*

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

**LANDLORD:**

City of Glendale, an Arizona municipal corporation

By Heratio Skate  
Name Heratio Skate  
Title Int. Asst. City Manager

**TENANT:**

SW General, Inc., an Arizona corporation  
d/b/a Southwest Ambulance

By Bryan Gibson  
Name Bryan Gibson  
Title COO and President

**ATTEST:**

Pam Hanna  
Pam Hanna, City Clerk (SEAL)

**APPROVED AS TO FORM:**

Craig D. Tindall  
Craig D. Tindall, City Attorney

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA     )

On this 3 day of January, 2010, before me, the undersigned officer, personally appeared Bryan Gibson, the COO + Vice President of SW General, Inc., d/b/a Southwest Ambulance, an Arizona corporation, and he/she, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes there contained on behalf of Tenant.

[Signature]  
Notary Public

My Commission Expires:



EXHIBIT A

FLOOR PLAN OF THE BUILDING  
INDICATING PREMISES

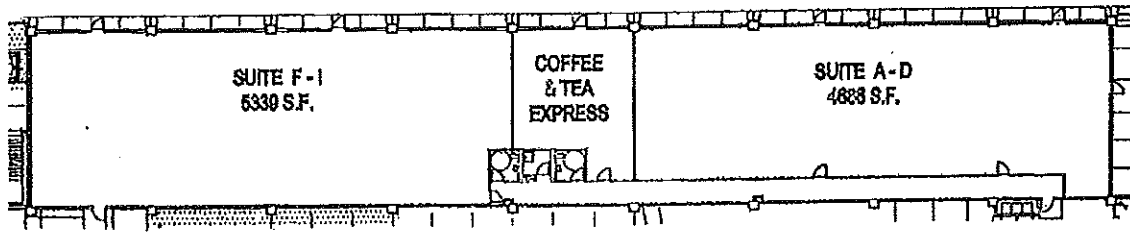


EXHIBIT B

RULES AND REGULATIONS

1. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service to Tenant, to Landlord for Landlord's supervision, approval and control before performance of any contractual service. This provision will apply to all work performed in the Building including installations of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting doors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of Building.

2. No additional locks or bolts of any kind will be placed upon any of the doors or windows by any Tenant nor will any changes be made in existing locks or the mechanism thereof without Landlord's prior written consent.

3. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require use of stairways, elevators or movement through Building entrance or lobby will be restricted to hours designated by Landlord. All such movement will be under supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant will include determination by Landlord and subject to its decision and control, as to the concerns that may prohibit any equipment or other item from being brought into the Building. Tenant is to assume all risk as to damage to items moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for Tenant from time of entering property to completion of work; and Landlord will not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such service performed for Tenant. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment will be equipped with rubber tires, side guards and such other safeguards as the Building will reasonably require.

4. No signs, advertisements or notices will be painted or affixed on or to any windows or doors, or other parts of the Building, except of such color, size and style and in such places, as will be first approved in writing by Landlord and in compliance with all local ordinances governing such items. Without Landlord's prior written consent, no nails, hooks or screws will be driven or inserted in any part of the Building, except by the Building maintenance personnel, nor will any part be defaced by Tenant.

5. Tenant will not place, install or operate on the Premises or in part of the Building, any engine, refrigerating (other than a home type kitchen refrigerator), heating or air conditioning apparatus, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place in or about the Premises any explosives, gasoline, kerosene, oil, acids, caustics or any other inflammable, explosives, hazardous or odorous material without the prior written consent of Landlord.

6. No portion of the Premises will at any time be used for cooking, sleeping or lodging quarters, except that the use of a microwave will be acceptable.

7. In the event Tenant requires the disposal of foodstuffs, edible matter, or any materials attractive to pests or vermin, Tenant will provide at its sole cost and expense a vermin proof receptacle for the disposal of such materials, and take active measure to control pests and vermin. No Tenant will cause or permit any unusual or objectionable odors to be produced upon or permeate from the leased Premises.

8. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

9. No birds or animals will be brought into or kept in or about the Building, except assistance animals.

10. Employees of Landlord will not receive or carry messages for or to Tenant or other person, nor contract with or render free or paid services to Tenant or Tenant's agents, employees, or invitees.

11. Landlord will not permit entrance to Tenant's offices by use of pass keys controlled by Landlord to any person at any time without written permission by Tenant, except employees, contractors, or service personnel directly supervised by Landlord.

12. The entries, passages, doors, elevators and elevator doors, hallways or stairways will not be blocked or obstructed; no rubbish, litter, trash, or material of any nature will be placed, emptied or thrown into these areas; and such areas will not be used at any time except for ingress or egress by Tenant, Tenant's agents, employees or invitees to or from the Premises.

13. Plumbing fixtures and appliances will be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material will be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant, its employees, agents, visitors or licensees will be paid for by Tenant, and Landlord will not in any case be responsible therefor.

14. The Landlord desires to maintain the highest standards of environmental comfort and convenience for all tenants. It will be appreciated if any undesirable conditions or lack of courtesy or attention are reported directly to the management. Tenant will give immediate notice to the Building Manager and Landlord in case of accidents in the Premises or in the Common Areas or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

15. Tenant will not make, or permit to be made, any unseemly, excessively loud, or disturbing noises, or interfere with occupants of this or neighboring buildings or premises, or those having business with them.

16. Landlord will have the right to make such other and further reasonable rules and regulations as in the judgment of Landlord may from time to time be needful for the safety,



appearance, care and cleanliness of the Building and for the preservation of good order therein. Landlord will not be responsible to Tenant for any violations of rules and regulations by other Tenants.

17. All Tenants will adhere to and obey all such parking control measures as may be placed into effect by the Landlord through the use of signs, identifying decals or other instructions. No bicycles or other vehicles of any kind will be brought into or kept on the Premises except in designated areas specified for parking of such vehicles.

18. No objects larger or heavier than the building is limited to carry will be brought into or installed on the premises. The Landlord will have the power to prescribe the weight and position of such objects, including safes, which will, if considered necessary by the Landlord, be required to be supported by such additional materials placed on the floor as the Landlord may direct, and at the expense of the Tenant.

19. Landlord will have no obligation to repair, restretch, or replace carpeting, but will spot-clean and sweep carpeting as part of any janitorial services required to be furnished by Landlord under the Lease.

20. Names to be placed on or removed from directories should be furnished to the building manager in writing on Tenant's letterhead. Landlord will provide, at its expense, directory strips reflecting information correct as of the Commencement Date. Subsequent changes and additions to the directory strips during the Lease Term will be at the expense of Tenant. Landlord will determine size and uniformity of strips.

21. All Tenants will see that doors of their premises are closed and securely locked before leaving the Building and must observe strict care not to leave such doors and so forth open and exposed to the weather or other elements, and each Tenant will exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before the Tenant or the Tenant's employees leave the Building, and that all electricity, gas and air conditioning will likewise be carefully shut off, so as to prevent waste or damage, where controlled by Tenant.

22. Janitorial services will be provided five (5) days per week in and about the Premises, and in no case will such services be provided on Saturdays, Sundays and legal holidays. Tenants will not cause unnecessary labor by reason of carelessness or indifference in the preservation of good order and cleanliness. Tenant will not hinder the work of the janitor or cleaning personnel after 5:30 p.m., and such work may be done at any time when the offices are vacant. The windows, doors and fixtures may be cleaned at any time without interruption of purpose for which the Premises are let. Tenant will provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service. Boxes should be broken down to fit into containers.

23. Canvassing, soliciting and peddling in the Building are prohibited. All Tenants will cooperate to prevent the same.

24. All nail holes are to be patched and repaired in Tenant's suite by Tenant upon vacating Premises.

25. All holiday decorations and other temporary or special decorations must be flame retardant. No live holiday trees or live flame candles are to be used in the Premises or in the Building. No decorations will be hung on the exterior windows or on exterior suite doors.

--NOTHING FOLLOWS--

## EXHIBIT D

### PARKING

Provided Tenant is not in default hereunder, Tenant will be permitted to use the Parking Garage during the Lease Term for the parking of vehicles at such charges or rates and subject to such terms, conditions and regulations as described below and as Landlord may establish from time to time, the location of such parking to be as determined and assigned by Landlord as set forth below.

Tenant's right to use the Parking Garage as herein provided is solely for the accommodation of Tenant. Landlord assumes no responsibility or liability of any kind whatsoever from any cause with respect to the use thereof by Tenant or its agents, employees or guests, all of whom will be deemed to have assumed all risks or to have released Landlord from all liability in connection with the utilization thereof.

Landlord may temporarily restrict or move reserved and unreserved parking spaces from time to time for repairs or maintenance to the parking lot; in connection with construction at or deliveries to the Project; or for any other reason deemed reasonable and appropriate by Landlord.

Landlord has the right to establish and from time to time change, alter, and amend, and to enforce against all users of the Parking Garage, reasonable rules and regulations (the "Parking Rules and Regulations"), the exclusion of employee parking from certain areas and the assignment of spaces to tenants, and other requirements as may be deemed necessary and advisable for the proper and efficient operation and maintenance of said Parking Garage including, without limitation, the hours during which the Parking Garage will be open for use, and Tenant will cause Tenant's Permittees to comply therewith.

Landlord may establish such reasonable charges as Landlord deems appropriate for the use of the Parking Garage by persons who have not leased space in the Building. Landlord may establish a system whereby these persons may present validations issued by tenants in lieu of payment of the parking charges. If Tenant wishes to provide Tenant's Permittees with validations as part of the validation system, Tenant will pay Landlord, as Additional Rent, those charges established by Landlord for use of the validation system and to comply with such system and all Parking Rules and Regulations established by Landlord for Tenant's use and the use of Tenant's Permittees of the validation.

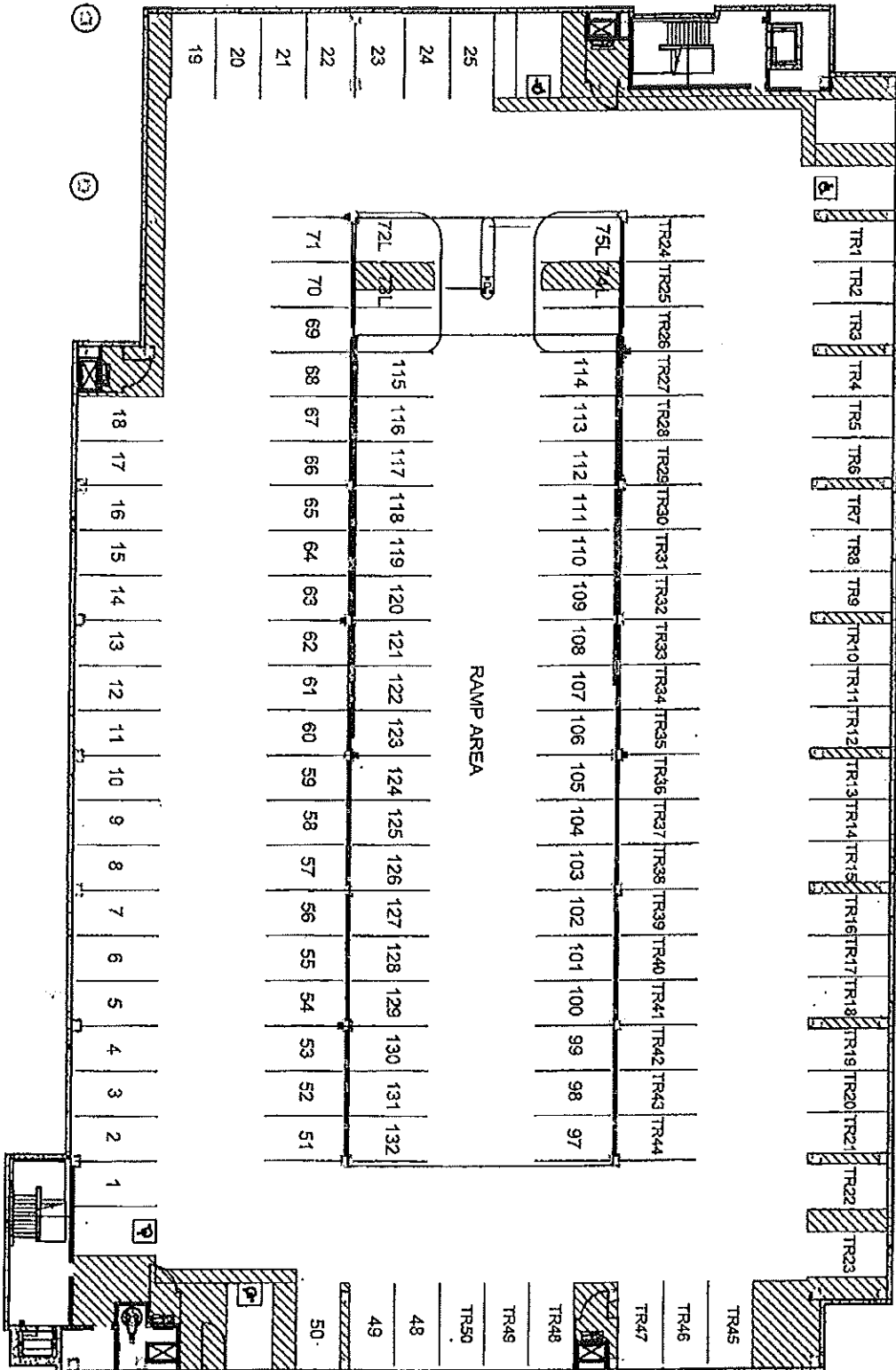
If applicable, Tenant will have the right during the term of this Lease and so long as Tenant is not in default of this Lease, to use the following number and kind of parking spaces for the designated charge (but at such location as Landlord may determine from time to time).

Landlord will provide to Tenant 50 reserved parking space(s) in the basement level of the Parking Garage in the spaces identified on Appendix 1 attached hereto at no additional rental rate.

Rental for such spaces will be paid to Landlord by Tenant along with, and on the same due date as the Base Rent.

Tenant acknowledges that the Parking Garage includes additional unreserved parking spaces that are available for use by the general public. These parking spaces may also be used on a reasonable basis by Tenant, Tenant's employees, and Tenant's business invitees without additional charge to the extent such spaces are available. Landlord makes no representations, warranties, or assurances that such additional spaces will be available at all times or at any time during the Term.

APPENDIX 1  
PARKING SPACES



TENANT RESERVED SPACES (TR)

## EXHIBIT C

### TENANT IMPROVEMENT WORK

The Tenant will perform the TI's that are specific to the tenants operations. These items are as follows:

- Contract for and administer the design and construction
- Obtain permits
- Specialized electrical, fire protection (FM 200) and HVAC for Computer/Radio Room
- Specialty lighting i.e. indirect/spot
- Fire Protection System that provides 75% pre-action and 25% wet for offices and dispatch area
- Meet all fire code beyond basic landlords TI's
- Furniture, Fixtures, and Equipment required to operate offices, conference rooms, communication room, and dispatch area
- Provide all kitchen appliances and garbage disposal
- Provide telephone and cable internet service
- Specialized flooring for computer room and dispatch areas
- Emergency power generators and all electrical appurtenances to make the system usable
- Purchase and Installation of communication antennas
- Special security systems for the tenant space
- Special security for the emergency generator with enclosure
- Test and commission all specialty systems
- Comply with Landlord signage requirements

**EXHIBIT E**  
**SIGN CRITERIA**

**PROMENADE AT PALMAIRE**  
**Approved Sign Criteria**

The intent of these sign criteria is to establish and maintain guidelines consistent with the sign ordinances and policies of the City of Glendale as governing authority and the City of Glendale in its capacity as Landlord. In addition, these criteria will assure conformance in the design, size and materials used for tenant identification.

The Landlord's approval, required in writing prior to installation, shall be based on the sign's appearance and not on applicable municipal sign ordinances. The Tenant and its sign company have the sole responsibilities for compliance with all applicable statutes, codes, ordinances and other regulations for all work performed on behalf of the Tenant.

**GENERAL REQUIREMENTS**

1. Each Tenant is required to have a sign.
2. Tenant shall submit or cause to be submitted to Landlord for approval at least two (2) copies of detailed drawings of the proposed signage showing construction, material, installation method, letter style, colors, shapes, sizes, letter height, and logos as applicable. Landlord will return one set to the Tenant marked "Approved," "Approved as Noted," or "Revise and Re-Submit."
3. "Revise and Re-Submit" drawings will be returned to the Tenant with comments. These drawings shall be revised by the Tenant and resubmitted to Landlord for approval.
4. All signs shall be approved by Landlord and the City of Glendale.
5. Upon receipt of Landlord's approval of drawings, the Tenant shall proceed with the sign installation at its sole cost and expense.
6. Should Landlord's sign criteria be more restrictive than applicable codes and ordinances, Landlord's criteria shall prevail.
7. Unapproved signage is subject to removal at Tenant's expense. Damages may be assessed to cover the cost of repairs required to building elements resulting from the installation of unapproved signage.
8. Only labels required by ordinance or sign manufacturer shall be permitted. Those so required shall be applied in an inconspicuous location.
9. Upon renewal of its lease, Tenant may, at the discretion of the Landlord, retain its existing signage.

EXHIBIT F

LANDLORD'S WORK

The Landlord will perform those basic TI's that would normally be provided to a Tenant for commercial office space. Those items are as follows:

- Contract for and administer the design and construction
- Obtain permits
- Interior walls and ceilings
- Basic cabinetry with Formica countertops
- Office basic electrical/phone & internet conduit
- Office ceiling lighting
- Basic fire protection
- Interior painting
- Interior flooring
- Basic plumbing
- Window treatments
- HVAC – Dispatch areas and offices
- Marking for parking spaces
- Setting up security for parking



## WALL SIGN CRITERIA

1. Type of Sign: Individual pan channel letters, 22 gauge metal construction. Illuminated and installed to top of raceway as detailed. Either name of business or primary product shall be allowed as copy. (Example: "Gourmet Coffee Shop or generic name "Coffee" will be allowed.)
2. Sign Area: The sign area for each business shall not exceed one (1) square foot for each linear foot of business wall elevation along the street frontage. Maximum area allowed will be 200 square feet for multiple suites. Sign area is defined by rectangle 2 foot by 12 foot, including raceway, to be installed over each entrance door only.
3. Letter Height: Maximum height sixteen inches (16").
4. Logo: Non-trademarked logos shall be allowed with Landlord and City of Glendale approval. Logo area shall be included as part of the total aggregate sign area per Tenant space.
5. Logo Height: Maximum height eighteen inches (18").
6. Returns: Five inches (5") deep.
7. Letter Style: Tenant may use its logos and letter styles upon approval from Landlord and City of Glendale.
8. Horizontal Length: Not to exceed twelve feet (12'), which is length of raceway.
9. Vertical Height: Not to exceed two feet (2'), including raceway height.
10. Colors: At Tenant's discretion with prior approval of Landlord.
11. Logos: Cannot exceed twenty-five percent (25%) of the sign area; may consist of Tenant's logo.
12. Shingle Signs: Bottoms of signs shall be nine foot (9'0") minimum height above the sidewalk. Shingle signs, where approved by Landlord, shall not exceed four (4) square feet in area. Signs to be of clapboard design, or such other construction complementary to the building theme and explicitly approved by Landlord and City of Glendale. Signs shall hang perpendicular to business front, and shall conform to building standard as detailed.

## WINDOW SIGN CRITERIA

1. Type of Sign: Vinyl die cut letters applied to exterior face of glass on right side of entrance door.
2. Letter Height: Maximum two inch (2") letters.
3. Square Footage: Not to exceed one (1) square foot of window area.
4. Color: White.

5. Copy: Window signs shall only display suite number and hours of operation. Any other business-related information shall be specifically approved in advance by Landlord and City of Glendale.

#### CONSTRUCTION REQUIREMENTS

1. All permits for signs, installation, relocation, change of copy, design alteration, remodeling and maintenance shall be the responsibility of the Tenant.
2. All signage will be installed with minimal disruption to business and traffic.
3. Tenant shall be responsible for the repair of any damage caused by the sign installation including damage to landscaping and building fascia.
4. Tenant shall be responsible for the expense required for the removal of Tenant signage from raceway, and for any restoration of raceway after removal of signage.

**EXHIBIT "G"**

Commencement Date Letter

Chris Dalke  
Southwest General, Inc.  
9221 E. Via De Ventura  
Scottsdale, AZ 85258

Re: Lease Agreement, dated October 26, 2010, between City of Glendale, Arizona, an Arizona municipal corporation ("Landlord") and SW General, Inc. an Arizona corporation d/b/a/ Southwest Ambulance ("Tenant")

Dear Chris Dalke:

The purpose of this letter is to confirm the following:

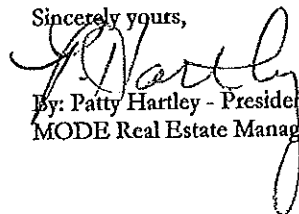
(i) The Lease Term Commencement Date for the referenced Lease Agreement is August 16, 2011.

(ii) The Lease Term expires on August 31, 2021.

(iii) The Premises are deemed to consist of 10,025 usable square feet. The total square feet in the Building is deemed to be 12,217 square feet, and the Premises is deemed to be 82% thereof ("Tenant's Proportionate Share").

Please acknowledge your agreement with the provisions of this letter by signing the extra copy of this letter and returning the same to the undersigned.

Sincerely yours,

  
By: Patty Hartley - President  
MODE Real Estate Management, LLC

Acknowledged and Agreed to By:

TENANT:

Southwest General, Inc.

By: 

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

