

**Property Lease Agreement
Between
Central Arizona College
and
Gila County**

1. INTRODUCTION

This Office Lease is entered into by and between Central Arizona College (hereinafter "Landlord"), and the Gila County (dba Gila/Pinal Workforce Investment Board) (hereinafter "Tenant").

2. PREAMBLE

The leased space is within a building located at 1015 E. Florence Blvd., Casa Grande, AZ. The portion of the Building being lease to the Tenant is hereinafter referred to as the "Premises".

3. TERM

- a) Initial Term. The term of this Lease is for a period of three (5) years, commencing on May 1, 2009, (hereinafter referred to as "Commencement Date") and ending on April 30, 2014, at 11:59 p.m., unless terminated sooner as provided in this Lease.

4. TERMINATION WITHOUT CAUSE

- a) Tenant may terminate this Lease, for any reason, after delivery of a written notice to the Landlord ninety (90) days prior to the time it wishes to vacate the Premises. If the Tenant chooses to terminate under this provision, the Landlord shall not make any adjustment in the amount of Rent paid during that year or any other amount due under this Lease.
- b) Landlord may terminate this Lease without cause after delivery of written notice to the Tenant one (1) year prior to the time it wishes Tenant to vacate the Premises.

5. QUIET ENJOYMENT

As long as Tenant is not in default under the terms of this Lease, it shall be entitled to the quiet enjoyment and use of the Premises according to the terms of this Lease.

6. RENT

- a) Base Rent. Annual Base Rent of \$116,739.00 (5559 sq. ft. x \$21.00 per sq. ft.) is payable in 12 monthly installments of \$9728.25 as Monthly Rent due on or before the first day of each month to the Landlord at 8470 N. Overfield Road, Coolidge, AZ 85228. The Monthly Rent must be paid, without the need for notice, demand, or deduction on or before the payment due date of each month or Tenant will be considered to be in default of the terms of the Lease and the Landlord may take appropriate action pursuant to Sections 25 and 29 of the Lease.
- b) Payment of the rent for the first month of the Lease is due on or before May 15, 2009, the date Tenant moves into the premises, and is payable as stated in subsection 6(a) above.
- c) Furniture. Landlord will provide initial basic office furniture and office machinery. The Tenant will be responsible for the cost of maintenance, repair and replacement. Any furniture additions or replacement must be approved by the Landlord.
- d) Internet and telephone service. The Landlord will provide basic telephone service and internet service to the Tenant at no additional charge.
- e) Operational Costs. As further consideration Tenant will provide tenant improvements, maintenance, repair and upkeep of the Premises.

7. USE OF THE PREMISES

- a) The Premises shall be used only to conduct Tenant business.
- b) Tenant shall not use or allow the Premises to be used for a purpose or in a manner that is unlawful, illegal, disreputable or likely to cause damage to the Premises, to adjoining property, or in a manner which would constitute a hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the property.
- c) Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal

court abatement proceeding affecting the use of the Premises shall, at the option of the Landlord, be deemed a breach hereof.

- d) Notwithstanding any provision contained in this Lease to the contrary, including without limiting the use by Tenant of the Premises in accordance with subsection 6(a) and 7(a) above, Tenant shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of other tenants of the Landlord or Landlord's uses in the Premises. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common areas appurtenant to the building, of which the Premises are a part, or any parking areas or docking areas of other Tenants of the Landlord. In the event Tenant commits or permits any nuisance or act set forth in this Article, or nuisance as defined by the relevant Arizona law, the same shall be a material breach of this Lease.

8. SIGNS

- a) The Landlord reserves the exclusive right to the roof, side and rear walls of the Premises. Tenant shall not construct any projecting sign or awning without the prior written consent of the Landlord which consent may be withheld with or without cause. Tenant must remove all signs and graphics prior to the termination of this Lease and shall restore the Premises to its prior condition after removal and at Tenant's sole expense.
- b) Except as specifically set forth below, all signs and graphics of every kind visible from public view, corridors, or the exterior of the Premises will be subject to Landlord's prior written approval, and will be subject to any applicable governmental laws, and ordinances.

9. TENANT IMPROVEMENTS

- a) Tenant shall not make any alterations, additions or modifications to the premises without first obtaining the express written permission of Landlord, which may be withheld with or without cause.
- b) Tenant will pay for tenant improvements. Any tenant improvements or alterations must be permitted and approved by applicable governmental agencies, and shall only be constructed by licensed, insured and bonded contractors after compliance with Landlord's bidding requirements.
- c) Tenant shall furnish copies of any architecture and building plans to the Landlord as Tenant receives such information from its contractors and architect.
- d) Tenant shall secure permission of the architect and/or contractors so it may assign, to the Landlord, all ownership rights and any other rights to the use of plans prepared for installation of tenant improvements. After tenant improvements are completed, Tenant shall assign all ownership rights and any other rights to use of the plans to the Landlord.

10. PARKING

- a) Tenant and its patrons, employees, licensees, invitees, agents and members shall have a non-exclusive right to use the non-fenced off parking lot located at the Premises.
- b) Landlord will maintain, in good condition and order, the parking area(s), including the maintenance of ground services, trash and debris removal, painting of spaces, and any artificial lighting.

11. STANDARD OF WORK

All work to be performed by or for Tenant pursuant to the Lease will be performed diligently, in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and rules of any public authority having jurisdiction over the Premises.

12. MECHANIC'S LIENS

Tenant agrees to keep the Premises free of all liens and claims for labor performed on and material delivered to the Premises. If a lien is placed on the Premises resulting from any such labor or material or construction on or to the Premises resulting from any act of Tenant, Tenant shall cause such lien to be removed, expunged or bonded within ten (10) working days following the recordation of such lien. In the event Tenant fails to so remove the lien recorded against the Premises, Landlord may take any action Landlord deems appropriate, including obtaining a bond to remove such lien, and any costs to Landlord in doing same, including any legal costs or attorney's fees incurred, will become additional rent due from Tenant to Landlord and shall be due and payable immediately upon demand.

13. OWNERSHIP OR IMPROVEMENTS

Any improvements, alterations and additions, whether or not deemed fixtures of the Premises (except trade fixtures) shall, without compensation to Tenant, automatically, and without any act of Tenant or any third party, become Landlord's property at the expiration of this Lease or sooner termination. If the

fixture is a trade fixture, then it may, at its sole expense, remove it but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal.

14. UTILITIES

Landlord will be responsible for payment of all utility expenses incurred in the building. Landlord is responsible for establishing accounts with each utility provider and will pay for all utilities directly to the provider.

15. SURRENDER

Upon the termination of this Lease, or Tenant's right to possession of the Premises, Tenant will surrender the Premises to Landlord.

16. CLEANING AND JANITORIAL

Landlord shall provide for trash removal from the leased Premises and sufficient janitorial and cleaning services to ensure that a clean and sanitary working environment is maintained on the Premises.

17. REPAIRS AND MAINTENANCE

- a) Landlord's obligations. Landlord shall perform all necessary repairs and maintenance on the Building and the roof, exterior walls, structural foundations, sewers, drains, plumbing, heating and air conditioning equipment and any other electric equipment and termite control for the Premises.
 - i. Landlord shall not, except in the case of an emergency, enter the Premises to make any repairs or to conduct any maintenance, other than on business days and during business hours, without giving Tenant at least 24 hours notice thereof.
- b) Tenant's Obligations
 - i. By its signature below, Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein.
 - ii. Tenant, at its own expense and at all times, maintain the interior of the Premises in good and safe condition, including plate glass, electrical wiring, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear with casualty and acts of God excepted. Tenant shall be responsible for all repairs required, excepting those enumerated above in Section 17(a) above.
 - iii. Notwithstanding any other provision of this Lease, in the event of any damage or destruction to the Building or the Premises resulting from any intentional or negligent acts of Tenant, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting to Tenant an invoice therefore, and such invoiced expense shall be deemed additional Rent thereafter which is not eligible for an offset.
- c) If, in the sole discretion of the Landlord, any repair that is required to be done by the Landlord pursuant to Subsection 17(a) above is not deemed to be cost effective in order to maintain a tenant on the Premises, then the Landlord has the option to terminate the lease immediately and return the pro-rata share of the rent to Tenant.

18. TAXES

- a) Personal Property Taxes. Prior to delinquency, Tenant will pay all taxes and assessments levied on trade fixtures, alterations, additions, improvements, inventories, and other personal property located or installed on the Premises by Tenant or any possessory interest tax, Government Property lease excise tax [Arizona Revised Statutes (A.R.S.)§42-6203(A)], privilege tax, or other similar excise tax relating to the Tenant's use of the Premises or this agreement.

19. INSURANCE

- a) Landlord's Obligations. Landlord, at its discretion and without obligation, may maintain insurance for damages to the premises only.
- b) Tenant's obligations. Tenant will, at Tenant's expense, obtain and keep in force at all times general liability insurance via a policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than \$1,000,000 per occurrence and providing coverage for, among other things, blanket contractual liability, products and completed operations. This obligation may be met through the State of Arizona's self-insurance program.

20. INDEMNIFICATION

- a) Indemnification. Landlord will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by the acts of Landlord. The provisions of

this section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination. Tenant will indemnify and defend Landlord, by counsel acceptable to Landlord, against any liabilities, including reasonable attorney fees and court costs, arising out of or relating to the following:

- i. Claims of injury to or death of persons or damage to property occurring or resulting direct or indirectly from the use or occupancy of the Premises, or from activities of Tenant, Tenant's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Landlord's gross negligence or willful misconduct;
- ii. Claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenant in connection with performance of any work done for the account of Tenant within the Premises; and
- iii. Claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease.

21. HAZARDOUS MATERIALS

- a) Definitions. As used in this Section, Hazardous Material means any chemical, substance or material, that is or may be hazardous to human health or to the safety of the environment that are now, or become in the future, listed, defined, or regulated in any manner by any Environmental Law.
- b) Use of Hazardous Materials. Tenant will not use or allow the use of the Premises in a manner that may cause Hazardous Materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises.
- c) Tenant's Indemnification of Landlord. Tenant will indemnify, protect, defend, and hold harmless Landlord from all claims, judgments, causes of action, damages, penalties, fines, taxes, and expenses arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provision of this Section.
- d) Provide a copy of the Material Safety Data Sheets (MSDS) for all hazardous materials stored on the Premises to the Fire Department and maintain a copy on the Premises.

22. DAMAGE AND DESTRUCTION

- a) In the event that the Building or the Premises are destroyed from any cause, other than the fault of the Tenant, Landlord may, at its discretion, replace the same. If Landlord elects to replace the Premises and such replacement can reasonably be made within the lesser of the expiration of the lease term or 180 days under existing governmental laws and regulations, such destruction shall not terminate this Lease. Tenant shall, however, be entitled to an abatement of rent while such replacement activity occurs.
- b) In the event of a partial destruction of the Premises from any cause, other than the fault of the Tenant, Landlord may, at its discretion, repair the same. If Landlord elects to repair the Premises and such repairs can reasonably be made within the lesser of the Lease term or sixty (60) days under existing governmental laws and regulations, such partial destruction shall not terminate this Lease. Tenant shall, however, be entitled to a proportionate reduction of rent while such repairs are being made.
- c) Landlord shall give to Tenant an estimate of the time it will take to repair or replace the Building or Premises or its election not to proceed with repairs in accordance with the provisions in this section within thirty (30) days following such damage or destruction.
- d) In the event Landlord elects not to proceed with repairs, this Lease may be terminated at the option of either party as of the election date.

23. SUBORDINATION

- a) This Lease and the estate granted hereby shall be subject and subordinate to the lien of any mortgage or deed of trust; or leasehold or other estate created by a lease/purchase agreement which now or hereafter may constitute a lien on, or secured interest in, the Premises, and to any agreements, at any time made, modifying, supplementing, extending or renewing any such mortgages or deeds of trust. The provisions for the subordination of this Lease and the estate hereby granted shall be self-operative, and no further instrument shall be required to effect such subordination. Notwithstanding the previous sentence, the parties hereto shall, upon request by the financing party or the beneficiary of any of the above enumerated instruments, at any time or times, execute and deliver any and all documents that may be reasonably necessary or proper to effect such subordination or to confirm or evidence the same. In the event of foreclosure of any mortgage

or deed of trust or exercise of the power of sale or the taking of possession from the Landlord thereunder, Tenant shall attorn to the purchaser of the Premises at such foreclosure or sale and recognize such purchaser as owner under this lease if so requested by such purchaser.

24. RESPONSIBLE PARTY

Landlord shall from time to time designate an employee of Landlord who Tenant may contact regarding all matters involving this agreement. Tenant shall also designate an employee who Landlord may contact regarding all matters involving this agreement. At the time of execution of this agreement, Landlord's designated representative is the Vice President for Finance and Administration. Tenant's designated representative is its Gila/Pinal Workforce Investment Board Program Manager.

25. EMINENT DOMAIN

- a) Total condemnation. If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.
- b) Partial condemnation.
 - i. If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation, in Tenant's reasonable opinion, renders the Premises unusable for Tenant's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination.
 - ii. If, in Tenant's reasonable opinion, the partial condemnation does not render the Premises unusable for the business of Tenant, Tenant and Landlord shall agree on an abatement in rent in an amount equal to the reduction in leasehold value resulting from such partial condemnation.
- c) Award. If the Premises are wholly or partially condemned, Landlord will be entitled to the entire award paid for the condemnation, and Tenant waives any claim to any part of the award from Landlord or the condemning authority. However, Tenant will have the right to recover from the condemning authority any compensation that may be separately awarded to Tenant in connection with any award allowable to Tenant by law. Notwithstanding the foregoing, Tenant shall be entitled to a portion of the award equal to the non-recovered costs of construction of the tenant improvements.

26. DEFAULT

- a) Events of Default. The occurrence of any of the following events will, at Landlord's option, constitute an Event of Default:
 - i. In the event Rent is late as defined in Section 30 of the Lease, failure to pay Rent within three (30) days following written demand to pay Rent by Landlord;
 - ii. vacation or abandonment of the Premises for a period of thirty (30) consecutive days;
 - iii. failure to perform any of Tenant's covenants under this Lease (except default in the payment of rent), provided that if this default is susceptible of cure and Tenant has promptly commenced the cure of this default and is diligently prosecuting the cure to completion, then the default must remain uncured for thirty (30) days after written notice from Landlord;
 - iv. the making of a general assignment by Tenant for the benefit of creditors, the filing of a voluntary petition by Tenant, or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation, or reorganization of Tenant under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.
- b) Remedies of Landlord on Default. In the event of an Event of Default or of any other breach of this Lease by Tenant, Landlord may, at its option, terminate this Lease and recover from Tenant:
 - i. the worth at the time of award of the unpaid rent which was earned at the time of termination;
 - ii. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided.
 - iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

- iv. any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
- c) Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all rights and remedies under it, including the right to recover the Rent as it becomes due under it. If said breach of Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease.
- d) Cumulative. Each right and remedy of Landlord provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise. No payment by Tenant of a lesser amount than the Rent, or any endorsement on any check or letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction of full payment of Rent. However, Landlord may accept this payment without prejudice to Landlord's right to recover the balance of rent or to pursue other remedies.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of the Lease or a termination by Landlord will not work a merger and will, at the option of Landlord, terminate all of any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any sub-tenancies.

28. ASSIGNMENT AND SUBLETTING

- a) Prohibition. Tenant may not assign or sublet, whether voluntarily or involuntarily or by operation of law, the Premises or any part of the Premises, without prior written consent of the Landlord which may be withheld with or without cause.
- b) Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease.
- c) Tenant shall indemnify and hold Landlord harmless from or against all claims, demands and obligations asserted by or from any party claiming an assignment or sublease from the Tenant.

29. ENTRY

Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except in case of an emergency, in which case no notice is required) to inspect the Premises or the performance by Tenant of the terms and conditions of this Lease, and, during the last six (6) months of the Term, show the Premises to prospective Tenants.

30. LATE CHARGES AND INTEREST

The late payment of any Rent as defined herein will cause Landlord to incur additional costs, including administration and collection costs, processing and accounting expenses, and potentially increased debt service. If Landlord has not received any installment of rent within thirty (30) days after that amount is due, Tenant must pay one and one-half percent (1.5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum of the highest rate allowed in the State of Arizona for unsecured debt, or if no such rate is specified, the rate shall be eighteen percent (18%).

31. ENTIRE AGREEMENT

This Agreement, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the leased Premises. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by this agreement. No supplement, modification or amendment of this Lease shall be binding unless in writing and executed by both the Landlord and Tenant.

32. TIME OF ESSENCE

Time is of the essence for the performance of all conditions and obligations under this Lease.

33. ATTORNEY FEES/COSTS OF BREACH

The parties agree in the event of a breach of this Lease, the breaching party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

34. GOVERNING LAW

This Lease, and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

35. NO THIRD-PARTY BENEFICIARIES

Nothing in this Lease is intended to create any third-party benefit.

36. NO RECORDATION

Tenant shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the leased Premises are a part. Such recordation or an attempt at recordation shall constitute a breach of this Lease.

37. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

Nothing contained in this Lease will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Landlord and Tenant.

38. NO WAIVER

No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

39. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designed and acknowledged in writing:

Gila County
dba Gila/Pinal Workforce Investment Board
Attn: Barbara Valencia
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

Central Arizona College
Attn: Dennis A. Jenkins
8470 N. Overfield Rd.
Coolidge, AZ 85228-9779

with a copy to:

Central Arizona College
Attn: Michael Beers
8470 N. Overfield Rd.
Coolidge, AZ 85228-9779

40. AUTHORIZATION

Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Landlord and Tenant and that the execution is binding upon Landlord and Tenant.

41. CONSTRUCTION

Captions and paragraph headings used in this Lease are for convenience only, are not a part of this agreement, shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

42. ADDITIONAL ACTS AND DOCUMENTS

Each party to this agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purpose of this agreement.

43. JOINT PREPARATION OF AGREEMENT

This Lease Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease or any exhibits hereto.

44. CANCELLATION FOR CONFLICT OF INTEREST

This Lease Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

LANDLORD:

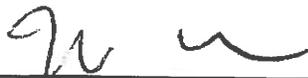
TENANT:

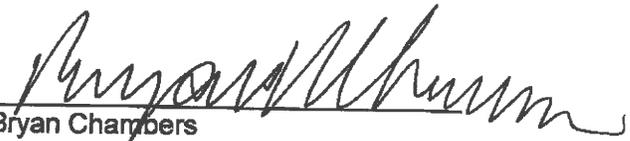
Central Arizona College

Gila County

Signature of Authorized Individual	Signature of Authorized Individual
Typed Name Russell Banta	Typed Name Shirley L. Dawson
Title Vice President for Finance and Administration	Title Chairman, Gila County Board of Supervisors
Date April 24, 2009	Date 6/16/09

APPROVED AS TO FORM:

By: 
 Michael Beers, Legal Counsel
 Central Arizona College

By: 
 Bryan Chambers
 Chief Deputy County Attorney

Date: 4-27-09

Date: 5-22-2009