

**TENANT ESTOPPEL CERTIFICATE**  
**201 North Montezuma Street, Prescott, Arizona**

1. The undersigned, National Bank of Arizona a division of ZB, N.A. (pka National Bank of Arizona), is the Tenant in Suite Nos. 100 and 101 (the "Suite") located at 201 North Montezuma Street, Prescott, Arizona, who certifies as follows:

2. Tenant's written lease for the Suite commenced on July 01, 2012.
3. The lease will currently expire on December 31, 2023.
4. Tenant has the following rights to extend the lease: Two 5 year Renewal Options
5. The lease has not been modified except as follows: Addendum 01-31-2012 States "Execution Date" of lease is January 24, 2012
6. The lease is in full force and effect. Yes
7. The date to which payments have been made on the lease is May 1<sup>st</sup>, 2021.
8. Landlord has satisfied all conditions under the lease  YES  NO. If NO, explain what conditions Landlord has not satisfied: \_\_\_\_\_
9. To the best of Tenant's knowledge, do conditions or offsets exist against enforcement of the lease  YES  NO? If YES, explain what conditions or offsets exist against enforcement of the lease: \_\_\_\_\_
10. Tenant has deposited \$ 0.00 as security deposit for the lease.
11. Has Landlord agreed to grant Tenant any free rent or rent rebate  YES  NO? If YES, explain what free rent or rent rebate Landlord has agreed to: 6 months Jan. 2012 thru June 2012

TENANT:

By: [Signature]  
Its: VP Property Manager  
Dated: 05/24/2021

# Suite 100

## NOTIFICATION TO LANDLORD OF CONSOLIDATION AND ASSIGNMENT

September 28, 2015

Arma Vista Properties  
3300 Ravenguard Road  
Paulden, AZ 86334

Attn: Charles R Walker

Re: That Certain Lease (the "Lease") Dated January 31, 2012, as amended, by and between National Bank of Arizona ("Tenant"), a subsidiary of Zions Bancorporation, and Arma Vista Properties LLC, ("Landlord")

Dear Ms. Walker:

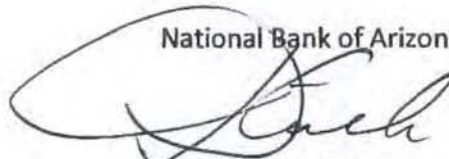
This letter is to inform you that Zions Bancorporation has submitted application for regulatory approval to consolidate our seven legal banking entities (Amegy Bank National Association, California Bank & Trust, The Commerce Bank of Washington, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado and Zions First National Bank) and their associated charters under a single national bank charter. Upon receipt of regulatory approval, we will operate under the legal name of ZB, N.A. (N.A. stands for "National Association" as required by federal banking law) effective on or after December 31, 2015. At that time, the ownership of all assets of each affiliate bank shall be transferred to ZB, N.A. resulting in an estimated net worth of over \$7 billion for the consolidated entity. For more information about the merger and the consolidated strength of your proposed new lessee, please refer to the website of our holding company at [www.zionsbancorporation.com](http://www.zionsbancorporation.com).

Consequent to the charter consolidation, National Bank of Arizona will assign its interest in the Lease to ZB, N.A. (the "Assignment") and, rather than a stand-alone legal entity, National Bank of Arizona shall become a division of ZB, N.A. Further, our rights and obligations under the Lease will be assumed, in full, by ZB, N.A. by operation of law as a result of the merger. All references to National Bank of Arizona under the Lease will be amended to "National Bank of Arizona a division of ZB, N.A." However, National Bank of Arizona will continue to operate under the same brand name with the same brand identification. Additionally, there will be no change to the use of the premises resulting from this consolidation.

We assume that you do not have any objection to our Assignment of the Lease by way of the consolidation and merger described above, especially since our assignee, ZB, N.A., will have significantly greater financial strength. Nevertheless, please contact me by phone at (602) 212-5413 or by email at [Dennis.Calik@nbarizona.com](mailto:Dennis.Calik@nbarizona.com) if you have any questions, comments or concerns. We look forward to continuing our tenancy at this location.

Very truly yours,

National Bank of Arizona



By: Dennis Calik

Its: Senior Vice President

## ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT ("Addendum") is entered into as of the 31 day of January, 2012, by and between **Arma Vista Properties, LLC** ("Landlord") and **National Bank of Arizona** ("Tenant").

### RECITALS:

A. Landlord and Tenant are parties to that certain Lease Agreement dated the 31 day of January, 2012, for certain Premises, as described in the Lease Agreement, located at 201 N. Montezuma Street, Prescott, Arizona.

B. It is the desire of the Landlord and Tenant to modify certain of the terms of the Lease agreement as hereinafter set forth.

IN CONSIDERATION of the mutual agreements set forth in this Lease, Landlord and Tenant agree as follows:

### ADDENDUM:

1. The foregoing Recitals are incorporated herein by this reference.
2. Notwithstanding anything to the contrary set forth in the Lease Agreement:
  - 2.01 If, at any time, from the Commencement Date to November 30, 2013, the Tenant's lease at the Gurley Branch is terminated or the Tenant, by way of sublease, assignment or any other reason, is not responsible to pay or receives payment from an alternate source to pay the lease for the Gurley Branch and Tenant commences or has commenced banking operations at the Premises, then Tenant's Base Rent for the Premises shall be adjusted to the January 1, 2014 Base Rent amount as set forth in the Lease Agreement. Tenant agrees to use its best efforts to alleviate its responsibility to pay the Gurley Branch lease.
  - 2.02 Tenant agrees that the cost of electricity for Suites 100, 101 and the Drive-Up shall be paid solely by Tenant and shall not be included in Operating Expenses for any purpose. Tenant acknowledges that electric service for Suite 100 is currently separately metered. Landlord and Tenant believe, but have not confirmed, that the electric service for Suite 101 is currently separately metered. Tenant agrees that as part of its tenant improvements it will either confirm that Suite 101 is separately metered for electric service or connect Suite 101 to the current Suite 100 separate electric meter or install a separate electric meter for Suite 101.
3. In addition to Tenant's responsibilities for repair and maintenance of the Drive-Up as described in the Lease Agreement, Tenant agrees that it shall perform all repairs and maintenance

on the Drive-Up including, but not limited to, interior, exterior, asphalt surface of driving lanes, lighting and snow removal.

4. Except as specifically modified herein, all terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease Agreement effective on the day and year first above written.

LANDLORD:

ARMA VISTA PROPERTIES, LLC

By: Charles R Walker  
Name: Charles R. Walker  
Title: Member manager

TENANT:

NATIONAL BANK OF ARIZONA

By: [Signature]  
Name: CHRIS J. HANSEN  
Title: VP

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of the 31 day of January, 2012, by and between Arma Vista Properties, LLC, an Arizona limited liability company ("Landlord"), having an address of 201 North Montezuma, Suite #303, Prescott, Arizona 86301 and National Bank of Arizona, a national banking association ("Tenant"), whose address is National Bank of Arizona, Attn: Dennis Calik, 6001 N. 24<sup>th</sup> St., Phoenix, Arizona 85016.

IN CONSIDERATION of the mutual agreements set forth in this Lease, Landlord and Tenant agree as follows:

1. Definitions. As used in this Lease, each of the following terms shall have the indicated meaning:

1.1. "Base Rent" means the payment of monthly rent for the Premises during the Lease Term in the amounts and for the periods set forth below:

<u>Period</u>	<u>Monthly Base Rent</u>
1/1/2012 through 6/30/2012	\$0.00
7/1/2012 through 12/31/2012	\$5000.00
1/1/2013 through 12/31/2013	\$9,166.67
1/1/2014 through 12/31/2014	\$18,682.13
1/1/2015 through 12/31/2023	See below

Commencing on January 1, 2015 and continuing on January 1 of each calendar year of the Term thereafter, including each Extended Term, Base Rent shall increase by an amount equal to four percent (4%) of the Base Rent for the immediately preceding calendar year.

Base Rent shall, in addition, include any transaction privilege tax (rental tax) sales tax, excise tax or the like that is levied or payable by Landlord on the rental sums received by Landlord from Tenant.

Tenant is currently leasing premises located at 102 West Gurley Street, Prescott, Arizona, for use as a retail bank branch ("Gurley Branch"). If, at any time, from the Commencement Date to November 30, 2013, Tenant terminates the existing lease for Gurley Branch and commences banking operations on the Premises, then Tenant's Base Rent for the Premises shall be adjusted to the January 1, 2014 Base Rent amount set forth above.

1.2. "**Building**" means the building of which the Premises are a part (the "**Building**") and any other buildings or improvements on the real property located at 201 North Montezuma, Prescott, Arizona 86301 (the "**Property**").

1.3. "**Commencement Date**" means July 1, 2012. Notwithstanding the foregoing, Tenant shall be granted possession of the Premises on February 1, 2012 (the "**Delivery Date**"). That portion of the Premises known as Suite 100 and the exterior Drive-Up was previously occupied and, to the actual knowledge of Landlord, all necessary governmental permits allowing for occupancy and use were issued. To Landlord's actual knowledge, the Premises, to the extent construction is complete, complies with local, state, and federal laws and building codes in effect as of April 15, 2007. On or promptly after the Delivery Date, Tenant may (i) diligently obtain any necessary governmental permits for Tenant's occupancy and use of the Premises, including, without limitation, a "Certificate of Occupancy" or "Occupancy Permit" not previously issued, (ii) commence and complete the Tenant Improvements, (iii) install Tenant's telephones, furniture, fixtures and equipment, and (iv) take all other actions necessary to make the Premises ready for Tenant to commence its business operations in the Premises on the Commencement Date. Tenant shall indemnify and hold Landlord harmless from any and all damages, losses, liens, costs, and liabilities (including, but not limited to reasonable attorneys' fees) incurred arising from or relating to Tenant's possession of the Premises and/or with the work described in this Section 1.3 that it undertakes or has performed. Keys and access to the Premises shall be provided to Tenant in accordance with this Section 1.3 and at a time mutually agreeable to Landlord and Tenant.

By taking possession of the Premises, Tenant represents and warrants that Tenant has made its own inspection and inquiry regarding the condition of the Premises and Tenant's intended use thereof. Tenant accepts the Premises in its condition as of the Date of Delivery and subject to all laws, ordinances, zoning and governmental regulations.

1.4. "**Common Areas**" means all areas, space, equipment, and special services provided for the common or joint use and benefit of the tenants or occupants of any and all portions of the Property and Building, or their employees, agents, servants, customers and other invitees, including without limitation, parking areas, access roads, driveways, retaining walls, foundations, fences, landscaped areas, planters, building exteriors, roofing, exterior canopies, building awnings constructed in accordance with the Building's standards and not individually installed by tenants, and supports, utility lines, light poles and fixtures in parking areas, stairs, elevator, ramps, sidewalks, washrooms, conduits, ducts, plumbing, pipes, electrical systems, air conditioning systems, mechanical systems and other similar areas or improvements within or appurtenant to the Building as designated by Landlord. Tenant shall share in a non-exclusive right to use the Common Areas in common with the other tenants of the Building subject to the terms and provisions of this Lease and the oversight of Landlord.

1.5. "**Execution Date**" means that certain date on which Tenant and Landlord executes this Lease, whichever party is the last.

1.6 "Expiration Date" means December 31, 2023, as that date may be extended pursuant to Section 2.2 below.

1.7 Intentionally Omitted.

1.8 "Interest Rate" means twelve percent (12%) per annum.

1.9 "Occupants" means any assignee, subtenant, employee, agent, licensee or invitee of Tenant.

1.10 "Permitted Use" means any use associated with Tenant's operation of a retail bank branch.

1.11 "Premises" means Suites 100, 101, and the exterior drive-up (the "Drive-Up"), as further shown on Exhibit A attached hereto.

1.12 "Rent" means Base Rent plus Additional Rent.

1.12. "Security Deposit" shall be \$0.00.

1.13 "Tenant Improvements" means the construction and other work to be done by Tenant to finish the Premises as further described in Exhibit C attached hereto and incorporated herein. All of such work shall be done at Tenant's sole cost and expense.

1.14. "Tenant's Percentage" means 33.47%.

1.15. "Term" means the period commencing on the Commencement Date and expiring on the Expiration Date, as may be extended in accordance with Section 2.2 below.

## 2. Agreement of Lease.

2.1. Agreement of Lease; Lease Term. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Term, together with such nonexclusive rights of pedestrian and vehicular ingress and egress, and vehicular parking on, over and across the Common Areas as are reasonably necessary for the use of the Premises, in accordance with the provisions set forth in this Lease.

2.2 Lease Term Extension. As long as Tenant is not then in default under the terms and provisions of this Lease, beyond any applicable notice and cure periods, and subject to the terms, provisions, conditions and covenants set forth in this Lease, Tenant shall have the option to extend the Term of this Lease (the "Renewal Option") for two (2) periods of five (5) years each (each



an "Extended Term"). Tenant shall exercise its Renewal Option by giving Landlord written notice of its election to exercise its Renewal Option not less than one hundred eighty (180) days prior to the expiration of the Term (or applicable Extended Term) of this Lease. In the event Tenant fails to exercise its Renewal Option within the foregoing period in the manner provided above, Tenant shall forfeit its right to the Extended Term, and this Lease shall terminate upon the expiration date of the Term (or respective Extended Term, if applicable) of this Lease. Upon Tenant's exercise of its Renewal Option, the Term of this Lease and Tenant's tenancy under this Lease shall be deemed extended without the execution of any further instrument for the applicable period. Base Rent during the Extended Term shall be calculated in accordance with Section 1.1 above.

2.3. Parking. Tenant, its guests, employees, licensees and invitees shall have the right to use twenty-nine (29) non-exclusive parking spaces contiguous to the Building subject to the Rules and Regulations (defined in Section 18.13 below) at no additional charge.

3. Base Rent. Tenant shall be required to pay Base Rent beginning on the Commencement Date. Tenant covenants to pay to Landlord the Base Rent at the address for Landlord set forth at the outset of this Lease or at such other place as Landlord may designate, in advance on or before the first day of each calendar month during the Term; provided, that Tenant shall pay the first full month's Base Rent together with any fractional month (if the Commencement falls on a day other than the first day of the month), on the execution of this Lease. If Tenant holds over, Tenant shall pay the amount of Rent due and owing for any holdover on the first day of each month of any holdover term. In the event that Tenant incurs an obligation to pay any holdover rent or damages (including, without limitation, damages by subsequent tenants) at the Gurley Branch, or the cost of any temporary location as a result of the Commencement Date being delayed as a direct result of delays caused solely by Landlord, Landlord shall, except as otherwise set forth herein, be responsible for the payment of reasonable rent, damages or other costs. In no event shall Landlord be liable to Tenant for consequential damages (including, but not limited to, lost profits) arising from or relating to the Commencement Date being delayed. Tenant hereby waives any claim to such consequential damages.

4. Operating Expenses.

4.1. Definitions. Each of the following terms shall have the indicated meaning:

4.1.1. "Estimated Expenses" means the amount of Operating Expenses reasonably projected by Landlord for any Operating Year.

4.1.2. "Operating Expenses" All costs and expenses paid or incurred by Landlord for maintaining, operating, owning and repairing any or all of the Property, Building, and Premises (collectively, the "Real Property") related improvements and the personal property used in conjunction with such Real Property and related improvements. Without limiting the generality of the previous sentence, the term "Operating Expenses" includes all reasonable

expenses incurred by Landlord in the property management, operation and maintenance of the Real Property, including but not limited to, the cost to Landlord of all real estate taxes and assessments, special assessments, improvement district assessments, etc., charged against the Premises, or against the Property and improvements ("Improvements") of which the Premises are a part (other than Improvements for the benefit of one tenant); water, trash pickup, utilities (the Parties acknowledge that electric serving the Common Areas is not separately metered from the Property other than for the Premises), building supplies, maintenance and repair of the Building, including heating and air-conditioning, roof repair and maintenance, landscaping, paving, parking lot and sidewalk maintenance and repair; cost of fire, extended coverage property damage, business interruption, loss of rent, public liability and other insurance, and all labor and material costs incurred in the management, accounting, legal fees and other costs to contest property tax or valuation assessments for the Real Property, operation and maintenance of the Building including costs associated with providing safety and security for the Building. Expenditures for improvements which might normally be designated as capital improvements are Building Operating Costs if these capital expenditures are imposed or required by or result from statutes or regulations, of any federal, state, county, municipal or other governmental body or agency performing a governmental or other function (including, but not limited to, the Environmental Protection Agency and the authority administering the Occupational Safety and Health Act, the Americans With Disabilities Act, agencies performing the same or similar functions) or are incurred to reduce energy consumption or Building Operating Costs or to protect the health and safety of the tenants in the building. The cost of any capital improvements made necessary by the action of any governmental authority or to qualify for insurance coverage or improved insurance coverage shall be amortized over the useful life of the improvement; only a yearly portion of such amortization applicable to any Lease Year shall be included as a Building Operating Cost for that particular Operating Year. Notwithstanding anything to the contrary herein, the terms "Operating Expenses" shall exclude (i) leasing costs, consulting fees, brokerage commissions, accounting fees, legal fees (except as otherwise set forth herein), vacancy costs, rent or other concessions, and/or refurbishment or improvement expenses which are incurred in connection with other tenants' spaces or the enforcement and negotiation of leases; (ii) financing costs, debt service or ground lease payments for the Building; (iii) acquisition costs or any depreciation of land and buildings of the Building or the Common Areas; (iv) costs, fees and compensation paid by or to Landlord for services in or to the Building, exceeding those charged by unaffiliated third parties on a competitive basis; (v) costs incurred because the Building or Common Areas violate any valid, applicable building code, regulation or law in effect and as interpreted by governmental authorities before the Lease Commencement Date; (vi) reserves maintained in connection with the Building, excepting Landlord shall be entitled to collect and maintain reasonable reserves for repair and maintenance of the parking lot and roof; (vii) any and all collection costs, including legal fees and/or bad debt losses or reserves therefore, except and unless incurred by Tenant; (viii) any otherwise permissible fees or costs to the extent in excess of prevailing and competitive rates; (ix) costs incurred by Landlord to the extent that Landlord is reimbursed by insurance

proceeds, governmental agencies or entities, or any tenant or other person; (x) Landlord's general corporate or partnership overhead and general administrative expenses; (xi) property management costs in excess of 4% of gross rents; (xii) capital improvements other than as permitted in this Section 4; and (xiii) costs incurred by Landlord prior to Tenant's possession. In addition to the foregoing, all costs associated with the Drive-Up and janitorial service with respect to the Premises or any portion of the Building not Common Area shall be excluded from "Operating Expenses".

4.1.3. "Operating Year" means each successive twelve (12) month period commencing on the Commencement Date (except as modified for the first Operating Year as set forth in Section 4.2 below) for the term of the Lease.

4.1.4. "Tenant's Estimated Share" means the result obtained by multiplying Tenant's Percentage by the Estimated Expenses (prorated for any partial Operating Year).

4.1.5. "Tenant's Share" means the result obtained by multiplying Tenant's Percentage by the Operating Expenses actually incurred in any Operating Year (prorated for any partial Operating Year).

4.2. Payment of Operating Expenses as Additional Rent. In addition to the Base Rent, Tenant covenants to pay Tenant's Share to Landlord at the same address at which Base Rent is payable as additional rent ("Additional Rent"), in advance on or before the first day of each calendar month during the Term, commencing on the Delivery Date (which shall be pro-rated for any month if the Delivery Date begins on a date other than the first day of the calendar month).

4.2.1. Calculation of Operating Expenses. On or prior to February 1 of each Operating Year after the Commencement Date, Landlord shall furnish Tenant with a written estimate (the "Estimate") showing the computation of Tenant's Estimated Share of the Operating Expenses. On July 1, 2012, and on the first day of each month following the July 1, 2012, Tenant shall pay to Landlord one-twelfth (1/12th) of Tenant's Estimated Share as specified in the Estimate for such Operating Year. If Landlord fails to give Tenant an Estimate prior to February 1 of any Operating Year, Tenant shall continue to pay on the basis of the Estimate for the prior Operating Year until the Estimate for the current Operating Year is received. After the expiration of any Operating Year, Landlord shall furnish Tenant with a written statement (the "Actual Statement") showing in reasonable detail the computation of Tenant's Share for such Operating Year and the amount by which Tenant's Share exceeds or is less than the amounts paid by Tenant during such Operating Year. If the Actual Statement indicates that the amount actually paid by Tenant for the relevant Operating Year is less than Tenant's Share for such Operating Year, Tenant shall pay to Landlord such deficit within thirty (30) days after delivery of the Actual Statement. Such payments by Tenant shall be made notwithstanding that the Actual Statement is furnished to Tenant after the expiration of the Term or sooner termination of this Lease. If the Actual Statement indicates that the amount actually paid by Tenant for the relevant Operating Year exceeds Tenant's Share for

such Operating Year, such excess shall be promptly applied to any payments under this Lease next falling due from Tenant. Tenant may, within thirty (30) days of Landlord's delivery of an Actual Statement, make a written request to Landlord that Tenant be allowed to make an audit of Landlord's records relating to Landlord's basis for the calculation of such Actual Statement. Landlord shall agree in writing to permit Tenant to make such an audit at a reasonable time and place designated by Landlord. If such audit shall disclose a discrepancy in the Actual Statement, Landlord may (i) credit to Tenant the amount of such discrepancy as provided in this Section 4.2.1 or (ii) hire an independent, reputable certified public accountant at Landlord's sole cost and expense to audit the Actual Statement to verify the result obtained by Tenant's accountant. If both of the accountants agree on such discrepancy, Landlord shall credit to Tenant such discrepancy as provided in this Section 4.2.1; however, if Landlord's certified public accountant finds in good faith that no discrepancy exists then no further action shall be taken by either party with respect to this matter.

4.4. Payment of Utilities and Services for the Use of the Premises. In addition to the Base Rent, Additional Rent, commencing on the July 1, 2012 Tenant shall pay directly to the provider of the following services all costs, expenses, charges and amounts, of whatever kind or character, for telephone and janitorial services supplied to the Premises, together with any taxes on such utilities and services which are separately metered and/or separately engaged by Tenant. If any of these or other utilities and services servicing the Premises cannot be discreetly and/or reasonably segregated and billed to Tenant by their providers as determined by Landlord, then such utilities and services shall be added to and included in the Operating Expenses to be paid as Additional Rent. If any utility or service to the Premises is interrupted for any reason, Landlord shall not be liable to Tenant for such interruption, such interruption shall not be deemed to be an eviction or interference with Tenant's use and occupancy of the Premises, provided however, that in the event the Premises is untenable for more than three (3) days due to the foregoing interruption and Landlord is the sole or partial cause of such interruption, the Rent required to be paid under this Lease shall be abated as a result of such interruption with respect to the portion of the Premises that is untenable beginning with the first day of interruption until three (3) days following tenability of the Premises. Tenant also shall have the sole responsibility for and shall pay when due all taxes, assessments, charges and fees levied by any governmental authority on Tenant's use of the Premises as well as the costs and expenses of and for any personal property or fixtures kept or installed by Tenant in the Premises, including, without limitation, any heating or air conditioning equipment and systems.

5. Non-Competition. Except as otherwise provided herein, and provided that Tenant fully complies with the terms and conditions of this Lease and is not in default hereunder, Landlord shall not, during the term of this Lease, lease space in the building to another retail bank branch. Tenant acknowledges that Wells Fargo Advisors and Charles Schwab are current tenants in the Building who are not competitors of Tenant.

6. Use. Tenant shall not use or occupy or permit the Premises to be used or occupied for any purpose other than for the Permitted Use, and shall not do or permit anything to be done by Tenant's Occupants which may (a) increase the existing rate or violate the provisions of any insurance carried with respect to the Building, (b) create a public or private nuisance or unreasonably interfere with or disturb any other tenant or occupant of the Building, (c) overload the floors or otherwise damage the structure of the Building, (d) violate any applicable governmental laws, ordinances, rules or regulations, or (d) engage in any act of moral turpitude. Tenant shall, at Tenant's sole cost, in Tenant's use and occupancy of the Premises, (i) comply with all governmental laws, ordinances, rules and regulations, including, without limitation, those relating to hazardous substances, hazardous wastes, pollutants or contaminants, and all requirements of any board of fire underwriters or other similar body relating to the Premises; and (ii) not store, use or dispose of any hazardous substances, hazardous wastes, pollutants or contaminants on the Premises, except for normal and customary cleaning supplies kept and promptly disposed in normal and customary quantities in accordance with applicable laws, ordinances, rules and regulations.

7. Maintenance and Repairs; Alterations; Access.

7.1. Maintenance and Repairs. Tenant, at Tenant's sole cost, shall, from the Delivery Date, maintain each and every part of the Premises in the same condition (except for approved tenant improvements) and repair as it is in on the Commencement Date and in a good, clean and sanitary condition, including, without limitation all the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all outside the wall plumbing, pipes and fixtures and special items and equipment installed by or at the expense of Tenant. Tenant shall be responsible for all repairs and alterations in and to the Premises and the facilities and systems thereof, the need for which arises out of (1) Tenant's use or occupancy of the Drive-Up, (2) the installation, removal, use or operation of Tenant's property in the Premises ("Tenant's Property"), (3) the moving of Tenant's Property into or out of the Premises, or (4) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

7.2. Alterations. Tenant shall not make any change, addition or improvement to the interior or exterior of the Premises (including, without limitation, the attachment of any fixture or equipment, other than pictures and similar decorations) or Common Areas, unless such change, addition or improvement (a) equals or exceeds the then-current standard for the Building and utilizes only new and first-grade materials, (b) is in conformity with all applicable governmental laws, ordinances, rules and regulations, and is made after obtaining any required permits and licenses, (c) is made pursuant to plans and specifications approved in writing in advance by Landlord (except for any non-structural alterations to the interior of the Premises costing less than \$10,000 in a calendar year and completed in a good and workman like manner which shall not require Landlord's prior approval), and (d) shall keep the Building and Premises free and clear of any liens or encumbrances of any kind. Tenant shall promptly pay the entire cost of any such change, addition or improvement, and the same shall immediately become the property of Landlord. Landlord shall have the right, in Landlord's reasonable discretion, from time to time and without liability or other payment owed to

Tenant in connection therewith, to (t) make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; (u) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (v) designate other space within or outside of the Building to be part of the Common Areas; (w) add additional improvements to the Common Areas; (x) change the address of the Building and/or the Premises; (y) use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building, or any portion thereof; and (z) do and perform such other acts and make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of sound business judgment, deem to be appropriate. Tenant shall pay the costs of any work done on the Premises pursuant to this section, and shall keep the Premises and Building free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

7.3. Access. Landlord and Landlord's employees, contractors and agents may enter the Premises during normal business hours upon reasonable notice to Tenant for the purpose of inspecting the Premises, performing Landlord's obligations under this Lease and showing the Premises to prospective purchasers, existing or prospective mortgagees and prospective tenants, provided that Landlord shall not unreasonably interfere with Tenant's use or occupancy of the Premises provided that such persons are accompanied at all times by Tenant's representative. Notwithstanding the foregoing, Landlord shall have access to the Premises in the case of an emergency.

7.4 Load Limits. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer.

7.5 Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.

7.6 Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises of which the Tenant is aware.

8. Assignment. Tenant shall not assign, transfer, mortgage, encumber, pledge or hypothecate this Lease or Tenant's interest in this Lease, in whole or in part, permit the use of the Premises or any part of the Premises by any persons other than Tenant or Tenant's employees, or sublease the Premises or any part of the Premises, without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may assign or sublease this Lease or Tenant's interest in this Lease to any party controlling, under common control with, or controlled by Tenant or resulting from merger, acquisition or sale of all or substantially all of the assets or stock of Tenant (collectively, an "Affiliate") without Landlord's prior written consent. No consent by Landlord to any assignment or subleasing by Tenant shall relieve Tenant of any obligation to be paid or performed by Tenant under this Lease, whether occurring before or after such consent, assignment or subleasing, but rather Tenant and Tenant's assignee or subtenant, as the case may be, shall be jointly and severally primarily liable for such payment and performance and shall comply with all of the terms and provisions of this Lease and the Building Rules and Regulations. Tenant shall promptly agree to attorn in writing to any assignee of Landlord provided such assignee will agree not to disturb Tenant's possession of the Premises so long as Tenant is not in default of this Lease.

9. Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's, members, employees and agents from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from or relating to the occupancy or use of the Premises, the Building or the Common Areas by Tenant or Tenant's Occupants, including, without limitation, any hazardous substances, hazardous wastes, pollutants or contaminants deposited, released or stored by Tenant or Tenant's Occupants, any violation of the Americans with Disabilities Act upon the Premises introduced or caused by Tenant, or any litigation commenced by or against Tenant to which Landlord is made a party without fault on the part of Landlord. Likewise, Landlord shall indemnify, defend and hold harmless Tenant and Tenant's employees and agents from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from any hazardous substances, hazardous wastes, pollutants or contaminants deposited, released or stored on the Building as of the date of this Lease or introduced in the future by Landlord, any violation of the Americans with Disabilities Act within the Building or upon the Property (excluding the Premises) introduced or caused by Landlord, or any litigation commenced by or against Landlord to which Tenant is made a party without fault on the part of Tenant. If any action or proceeding is brought against Landlord, Tenant, or their respective employees or agents by reason of any of the matters set forth in the preceding sentences of this Section, the indemnifying party, on written notice from the party to be indemnified, shall defend the indemnified party at the indemnifying party's expense with counsel reasonably satisfactory to the indemnified party. This Section 9 is subject to the waiver of subrogation provisions set forth in Section 10 below.

10. Insurance. On or before the execution date of this Lease, Tenant shall, at Tenant's sole cost, procure and continue in force commercial general liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence, and

\$2,000,000 in the aggregate, including, without limitation, contractual liability coverage for the performance by Tenant of the indemnity agreement set forth in Section 9 above. Such minimum limits shall in no event limit the liability of Tenant under this Lease. All such insurance policies shall be in form, and issued by companies with a Best's rating of A-VII or better, reasonably acceptable to Landlord, and Tenant shall furnish Landlord with certificates of coverage. Such insurance shall not be cancelable or subject to reduction of coverage or other material modification except after at least ten (10) days' prior written notice to Landlord by the insurer. Such insurance shall be written as a primary policy, not contributing with and not in excess of the coverage which Landlord may carry, and shall name Landlord as an additional insured. Tenant shall, at least ten (10) days prior to the expiration of such insurance, furnish Landlord with a renewal certificate for such insurance. Landlord and Tenant waive all rights to recover against each other for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such damage is actually covered, provided that, if required, Landlord and Tenant shall exercise reasonable, good faith efforts to obtain the consent of their respective insurance companies to such waiver. Landlord shall procure and continue in force commercial general liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence, and hazard insurance with special causes of loss, insuring against fire, extended coverage risks, vandalism and malicious mischief, in an amount equal to the full replacement cost of the Building (but not any furnishings, equipment and other personal property installed in the Premises by Tenant). The cost of Landlord's insurance shall be part of the Operating Expenses.

11. Damage or Destruction. If the Premises are partially damaged or destroyed due to no fault or cause of Tenant, its agents, licensees and invitees, then Landlord shall, upon receipt of the insurance proceeds, promptly commence and diligently pursue to completion the repair of the Premises to substantially the condition the Premises were in immediately prior to such damage or destruction. Landlord's obligation under the preceding sentence shall not exceed the proceeds received by Landlord from the hazard insurance maintained by Landlord in accordance with Section 10, provided that Landlord has, in fact, maintained such insurance. If the damage or destruction is due to no fault of Tenant, then, until such repair is complete, the Base Rent shall be abated proportionately commencing on the date of such damage or destruction as to that portion of the Premises rendered untenantable, if any, and Tenant shall have no claim against Landlord for any loss or damage suffered by reason of such damage, destruction, repair or restoration. If (a) the Premises are damaged as a result of a risk not covered by insurance, or the necessary insurance proceeds are unavailable to Landlord for any reason, (b) the Premises are damaged in whole or in part during the last two (2) years of the Term, or (c) the Premises are damaged to the extent of thirty-five percent (35%) or more of then-replacement value or to the extent that it would take in excess of ninety (90) days to complete the requisite repairs, Tenant may elect to cancel this Lease by written notice of cancellation within thirty (30) days after such event, and on such notice Tenant shall vacate and surrender the Premises to Landlord. Landlord shall not be required to repair any damage or to make any restoration or replacement of any furnishings, equipment and other personal property installed in the Premises by Tenant, unless caused by the negligence of Landlord.



Notwithstanding anything to the contrary set forth herein, if the Premises are damaged or destroyed due to the fault of Tenant, its agents, licensees or invitees, then Tenant shall promptly commence and diligently pursue to completion the repair of the Premises to substantially the condition the Premises were in immediately prior to such damage or destruction without abatement of rent.

12. Condemnation. If the whole of the Premises or all of the Common Areas are taken through the exercise of the power of eminent domain or by purchase or other means in lieu of such exercise, this Lease shall automatically terminate as of the date of the taking. If fifty percent (50%) or more, but not all, of the Premises is so taken, Tenant may terminate this Lease by written notice given within thirty (30) days after the date of such taking. If one of the aforementioned events of condemnation occurs and this Lease is not terminated, then this Lease shall continue and remain in full force and effect but the Base Rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises immediately prior to the taking, and Tenant's Percentage shall be appropriately adjusted. Whether or not this Lease is terminated as a consequence of Condemnation Proceedings, all damages or compensation awarded for a partial or total taking, including any award for severance damage and any sums compensating for diminution in the value of or deprivation of the leasehold estate under this Lease, shall be the sole and exclusive property of Landlord, provided that Tenant shall be entitled to any award for Tenant's loss of business or moving expenses, if a separate award is actually made to Tenant. If this Lease is not terminated pursuant to this Section 12, Landlord shall, to the extent practicable, promptly commence and diligently pursue to completion the restoration of the Premises to substantially the condition the Premises were in immediately prior to such condemnation to the extent of any award attributable to improvements (but not to land) actually received by Landlord with respect to the Premises. Landlord shall not be required to repair any damage or to make any restoration or replacement of any furnishings, equipment and other personal property installed in the Premises by Tenant, unless Landlord receives an award which includes the restoration or replacement of such furnishings, equipment and other personal property.

13. Landlord's Financing. This Lease shall be subordinate to any deed of trust, mortgage, ground lease or other security instrument (each a "Mortgage") that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage is referred to herein as a "Landlord's Mortgagee"). The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. Nevertheless, Tenant shall, within ten (10) days after Landlord's written request, execute such documents as may reasonably be required by Landlord to evidence the subordination of this Lease to any first mortgage or first deed of trust, provided that the lender relying on such subordination agrees that Tenant shall not be disturbed in the event of foreclosure so long as Tenant is not in default under this Lease beyond and applicable notice and cure periods and no event has occurred which with the passage of time or the giving of notice or both would constitute such a default. This Lease shall be deemed prior to any mortgage or deed of trust if the lender concerned gives written notice of such election to Tenant. Any sale, assignment or transfer of Landlord's interest under this Lease or in the Premises, including any such disposition resulting from

Landlord's default under a debt obligation, shall be subject to this Lease, and Tenant shall attorn to Landlord's successors and assigns and shall recognize such successors and assigns as the landlord under this Lease regardless of any rule of law to the contrary or the absence of privity of contract.

14. Default.

14.1. Default by Tenant. The occurrence of any of the following events shall constitute a default by Tenant under this Lease: (a) Tenant fails to timely pay any installment of Rent when it is due and such failure continues ten (10) days after Tenant's receipt of written notice of such failure; (b) Tenant fails to perform any other non-monetary obligation to be performed by Tenant under this Lease, and such failure to perform the non-monetary obligation is not cured within thirty (30) days after written notice is given to Tenant, provided however, that if such failure cannot be cured within the thirty (30) day period a default shall not occur if Tenant diligently pursues such cure to completion; or (c) Tenant files a petition in bankruptcy, becomes insolvent, has taken against Tenant in any court, pursuant to state or federal statute, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee, which involuntary petition is not dismissed within sixty (60) days, petitions for or enters into an arrangement for the benefit of creditors or suffers this Lease to become subject to a writ of execution, and such writ is not released within thirty (30) days.

14.2. Remedies. On any default by Tenant under this Lease, Landlord may at any time without waiving or limiting any other right or remedy available to Landlord: (a) provided the time periods set forth in Arizona Revised Statutes Section 33-361(A) have elapsed, immediately enter the Premises, take and hold possession thereof, remove all persons and property from the Premises storing said property in a public place, warehouse, or elsewhere at the cost of Tenant, without notice or resort to legal process and without being deemed guilty of or liable to trespass or conversion and attempt to lease the Premises without such entry or attempts or re-leasing of the Premises terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations hereunder for the full Term; (b) perform in Tenant's stead any obligation that Tenant has failed to perform, and Landlord shall be reimbursed promptly for any reasonable cost incurred by Landlord with interest from the date of such expenditure until paid in full at the rate of the Interest Rate, (c) terminate any, some or all of Tenant's rights under this Lease by written notice, including, without limitation, rights of occupancy, or (d) pursue any other remedy allowed by law. Landlord shall exercise commercially reasonable, good faith efforts to mitigate its damages to the extent required by applicable law. Tenant shall pay to Landlord the cost of recovering possession of the Premises, all costs of reletting, including reasonable attorneys' fees and costs. No reentry or taking possession of the Premises or other action by Landlord on or following the occurrence of any default by Tenant shall be construed as an election by Landlord to terminate this Lease or as an acceptance of any surrender of the Premises, unless Landlord provides Tenant written notice of such termination or acceptance. All of Landlord's rights, remedies and benefits provided in this Lease shall be cumulative and shall not be exclusive of any other remedies or rights allowed by law. Landlord's election of one remedy for any default shall not foreclose its election of any other remedy for any

other default or for a default of the same matter at a latter date. The recovery of any damages from Tenant by Landlord shall be applied in the following order: (i) first to any costs of collection including, without limitation, Landlord's attorneys' fees and court costs; (ii) second to any late fees and interest owed by Tenant; and (iii) third to the payment of any Rent and other costs and expenses owed by Tenant under this Lease.

14.3. Past Due Amounts. If Tenant fails to pay within three (3) days of the date due any amount required to be paid by Tenant under this Lease, Landlord may charge a fee of \$100.00 as a service fee. In addition, if Tenant fails to pay within three (3) days of the date due any amount required to be paid by Tenant under this Lease, such unpaid amount shall bear interest at the Interest Rate from the due date of such amount to the date of payment in full, with interest, compounded annually. All amounts due under this Lease are and shall be deemed to be Rent, and shall be paid without abatement, deduction, offset or prior notice or demand, unless specifically provided by the terms of this Lease. Landlord shall have the same remedies for a default in the payment of any amount due under this Lease as Landlord has for a default in the payment of Base Rent.

14.4. Default by Landlord. Landlord shall not be liable for any damage to Tenant occurring in connection with the Premises, the Common Areas or the Building unless caused by the negligence or willful act of Landlord. Further, Landlord shall not be in default under this Lease unless Landlord fails to perform an obligation required of Landlord under this Lease within thirty (30) days after written notice by Tenant to Landlord, specifying the respects in which Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and after such commencement diligently prosecutes the same to completion.

15. Expiration or Termination. On the expiration of the Term or sooner termination of this Lease, Tenant shall, at Tenant's sole cost, (a) promptly and peaceably surrender the Premises to Landlord "broom clean" and, subject to Section 11, in the same condition as when delivered to Tenant and after any landlord authorized tenant improvements have been completed, normal wear and tear excepted, (b) repair any damage caused by or in connection with the removal of any property from the Premises, and (c) deliver all keys to the Premises to Landlord. Before surrendering the Premises, Tenant shall, if and as directed by Landlord, at Tenant's sole cost, remove Tenant's movable personal property only, and all other property shall, unless otherwise directed by Landlord, remain in the Premises as the property of Landlord without compensation to Tenant.

16. Estoppel Certificate. Tenant shall, within fifteen (15) days after Landlord's written request, execute and deliver to Landlord an estoppel certificate in favor of Landlord and such other persons as Landlord shall request setting forth the following: (a) a ratification of this Lease; (b) the Commencement Date and Expiration Date; (c) that this Lease is in full force and effect; (d) that all conditions under this Lease to be performed by Landlord have been satisfied, or, in the alternative, those claimed by Tenant to be unsatisfied; (e) that, to the best of Tenant's knowledge, no defenses or

offsets exist against the enforcement of this Lease by Landlord, or, in the alternative, those claimed by Tenant to exist; (f) the date to which Rent has been paid; and (g) such other information as Landlord may reasonably request. Tenant's failure to execute and deliver such statement within the time required shall be conclusive upon Tenant that: (i) this Lease is in full force and effect and has not been modified except as represented by Landlord; (ii) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (iii) not more than one month's Rent has been paid in advance. Landlord's mortgage lenders and purchasers shall be entitled to rely on any estoppel certificate executed by Tenant.

17. Signage. Tenant shall have the right to place the name "National Bank of Arizona" on the Building where "Summit Plaza" is now located using the size of the signage existing upon the Building as of the date of this Lease, at Tenant's expense. This shall not constitute renaming the Building but shall be signage for Tenant. Design and installation of the signage shall be subject to the applicable City of Prescott sign ordinances and Landlord's approval, which shall not be unreasonably withheld. Tenant shall also have 1/10 (same size as today) both sides monument signage on Montezuma Street and 1/3 both sides monument and LED signage on the northwest corner of the property. The cost, licensing and maintenance of such signage shall be the sole responsibility of the Tenant. Design and installation of the signage shall be subject to the applicable City of Prescott sign ordinances and Landlord's approval, which shall not be unreasonably withheld. The square footage of the Tenant's signage shall be limited to the same square footage as currently exists so as not to exceed building standard allowance. Tenant may place any interior signage on the Premises as Tenant deems appropriate.

All approved signs or letterings on doors shall be printed, painted and affixed at the sole cost of Tenant, and shall comply with the requirements of the governmental authorities having jurisdiction over the Building. At Tenant's sole expense, Tenant shall maintain all permitted signs and shall, on the expiration of the Term or sooner termination of this Lease, remove all such permitted signs and repair any damage caused by such removal.

18. General Provisions.

18.1. Force Majeure. If either Landlord or Tenant is delayed in or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, riots, insurrection or war, performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 18.1 shall not, however, operate to excuse Tenant from the prompt payment of Rent or any other amounts required to be paid under this Lease.

18.2. Notices. Any notice, demand request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or only sent by United States certified mail, return receipt requested, postage prepaid or by overnight courier and shall be addressed (a) if to Landlord, at the place specified for payment of Rent and (b) if to Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed or, in the case of delivery by certified, United States mail, upon the earlier of receipt or the refusal of delivery. Further, any refusal to accept delivery of such notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

18.3. Severability. If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which such provision is held invalid shall not be affected by such invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18.4. Brokerage Commissions. Landlord and Tenant shall pay their respective brokers, if any, pursuant to the terms of a separate written agreement. Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities and expenses, including reasonable attorneys' fees, relating to any brokerage commission or finder's fee arising out of any agreement made by Tenant. Landlord shall indemnify, defend and hold harmless Tenant from and against all claims, liabilities and expenses, including reasonable attorneys' fees, relating to any brokerage commission or finder's fee arising out of any agreement made by Landlord. No commissions shall be paid upon a renewal of this Lease.

18.5. Successors. Subject to the terms and provisions of Section 8 above, this Lease shall be binding on and shall inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. On any sale or assignment (except for purposes of security or collateral) by Landlord of the Premises or this Lease, Landlord shall, on and after such sale or assignment, be relieved entirely of all of Landlord's obligations under this Lease accruing after the date of such sale or assignment, and such obligations shall, as of the time of such sale or assignment, pass to Landlord's successor in interest.

18.6. Governing Law. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Arizona.

18.7. Quiet Enjoyment. Provided that Tenant is not in default under this Lease beyond any applicable notice and cure periods, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all of the provisions of this Lease, with venue for any action commenced hereunder to be in Yavapai County, Arizona.

18.8. Rights and Remedies. No failure by Landlord to insist on the strict performance of any provision of this Lease or to exercise any right or remedy consequent on a breach of this Lease shall constitute a waiver of any such breach or of such provision. The rights and remedies of Landlord shall not be mutually exclusive and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provision. The parties confirm that damages at law may be inadequate or may not fully compensate Landlord for a breach or threatened breach by Tenant of any of the provision of this Lease. Accordingly, Landlord's rights and interests under this Lease shall be enforceable by specific performance, injunction and any other equitable remedy together with monetary and other financial remedies.

18.9. Authorization. Each individual executing this Lease does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to deliver this Lease in the capacity and for the entity set forth where he or she signs.

18.10. Attorneys' Fees. If either Landlord or Tenant brings suit to enforce or interpret this Lease, the finally prevailing party shall be entitled to recover from the other party the prevailing party's costs and expenses, including reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

18.11 No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the amount owing hereunder shall be deemed to be other than on account of the earliest stipulated amount receivable from Tenant, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or receivable or pursue any other remedy available under this Lease or the law of the State of Arizona.

18.12 No Other Warranties. It is expressly understood and agreed between the parties hereto that there are no warranties, representations, covenants, or agreements between the parties hereto except as specifically set forth herein.

18.13 Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas and the rest of the Building. Tenant agrees to abide by and conform to all reasonable rules and regulations and amendments thereto provided that Tenant is given the opportunity to review such rules and regulations prior to establishment if such rules and regulations have not been provided to Tenant as of the date of execution of this Lease.

18.14 Holding Over. Any holding over by Tenant after the expiration of the Term without a written extension thereof shall not constitute an extension thereof. In such case, Tenant shall be a tenant for month-to-month and shall be subject to all the conditions and covenants of this Lease other than those relating to its term and the Base Rent. In the case of such a holdover, the monthly Base Rent paid by Tenant shall be one hundred twenty five percent (125%) of the Base Rent in effect prior to the holdover period.

18.15 Telecommunications; Security System. Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have the right of access to and within the Building, for the installation and operation of telecommunications systems solely for the use and benefit of Tenant, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("Telecommunications Services"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location upon Landlord's prior written consent, not to be unreasonably withheld. Tenant's Telecommunications Services shall only use that space reasonably necessary for proper installation and operation. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services to the Premises. Tenant's Telecommunications Services shall not disrupt or interfere with currently existing telecommunications systems. Tenant may, at its sole cost and expense, install a security system to the Premises and remove the same upon the expiration of the Term.

18.16 Right of First Refusal. Landlord hereby grants to Tenant, and Tenant hereby accepts from Landlord, a right of first refusal to purchase all of Landlord's right, title and interest in and to the Building and Property, on the following terms and conditions (the "Right of First Refusal"):

(a) If at any time Landlord receives an offer from any person or entity (other than an affiliated person or entity) an offer to acquire, in whole or in part, the Property (the "Offer"), Landlord shall deliver to Tenant a copy of the Offer. So long as Tenant is not in breach of any of the terms and conditions of this Lease beyond any applicable notice and cure periods, then Tenant shall thereafter have the right, within thirty (30) days after Tenant's receipt of the Offer to inform Landlord, in writing, of its intention to purchase the Property, in its own name or in the name of a nominee, upon the same terms and conditions and for the same price specified in the Offer. Any purchase by Tenant of the Property which is subject to an Offer shall close escrow within one hundred twenty (120) days after Tenant informs Landlord of its intention to exercise its Right of First Refusal), or at such other time as may be agreed by Landlord and Tenant in writing. If Tenant does not elect to purchase the Property subject to an Offer within the time period(s) specified herein, Landlord may then

sell the Property to the buyer identified in the Offer; provided that such sale is on the same terms and conditions and for the same price set forth in the Offer. If Landlord receives an Offer which is not consummated on the same terms and conditions and for the same price set forth in the Offer, the Right of First Refusal shall remain applicable to any and all subsequent Offers for the purchase of such Property.

(b) Tenant's Right of First Refusal shall terminate and be of no further force with respect to the Property upon the earlier of (i) the expiration of the Term, as extended, or (ii) the consummation of an assignment, sale, transfer or other conveyance of the Property to a third party after compliance with the terms of this Section 18.16.

18.17 Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's and Tenant's benefit, and, except as otherwise provided herein, may not be disclosed by either party to anyone, by any manner or means, directly or indirectly, without the other party's prior written consent. Disclosure shall be authorized by either party to their accountants, attorneys, property managers, insurance agents and carriers and when required by law. Additionally, Landlord may be authorized to disclose for purposes of financing and tax assessments and valuations. The consent by any party to any disclosures shall not be deemed to be a waiver on the part of that party of any prohibition against any future disclosure.

18.18 Relocation. Landlord shall not have the right to relocate the Premises of Tenant.

18.19 Observance of Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises, Building or Common Areas which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

18.20 Miscellaneous. This Lease constitutes the entire agreement between the parties. No amendment to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by both parties. All applicable provisions of this Lease shall survive the expiration of the Term or sooner termination of this Lease. Time is of the essence of each provision of this Lease. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE



OTHER IN ANY MATTER ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease unless prohibited by law. The failure of any party to enforce any of the provisions of this Lease shall not constitute a waiver of its right to enforce such provision at a future time nor shall it constitute a waiver of its right to enforce any other provision of this Lease or any other such provision unless specifically stated in writing, signed by the party whose rights are deemed waived, regardless of a party's knowledge of a breach hereunder. Words of any gender used in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the context requires. The parties agree that this Lease is not intended to and does not create any agency, joint venture, partnership or other relationship or business association of any kind between them other than that of landlord and tenant. This Lease, including any exhibits hereto, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Lease represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Lease. The section and paragraph headings are inserted only for convenience and are in no way to be construed as part of such sections or paragraphs or as a limitation on the scope of the particular section or paragraph to which they refer. This Lease may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument, and all signed counterparts shall be deemed to be part of the original Lease. Facsimile signatures and signatures scanned and emailed on this Lease shall bind the party transmitting such signature to the same extent as an original.

[Signature Page Follows]

LANDLORD AND TENANT have executed this Lease on the respective dates set forth below, to be effective as of the date first set forth above.

LANDLORD:

Arma Vista Properties, LLC,  
an Arizona limited liability company

By: Charles R. Walker  
Name: Charles R. Walker  
Title: Member manager  
Date 1/31/12

TENANT:

National Bank of Arizona,  
a national banking association

By: Curtis J. Hansen  
Name: Curtis J. Hansen  
Title: ESP  
Date 1/24/12

EXHIBIT "A"

PREMISES

EXHIBIT "B"  
RULES AND REGULATIONS

EXHIBIT "C"

TENANT IMPROVEMENTS

1. **Tenant Improvements:**

Tenant shall be responsible for any and all Tenant Improvements, and costs and expenses associated therewith, to the Premises at Tenant's sole cost and expense.

2. **Tenant Plans:**

Based upon Tenant's plans and specifications, Tenant, at Tenant's expense, will supply all architectural and engineering working drawings including mechanical, electrical, and plumbing working drawings as required for the permitting and construction of the Premises. A CAD drawing will be supplied by the Tenant's architect. Tenant, in its sole discretion, has the right to select the architectural and engineering firm(s) to complete the plans and specifications for the Tenant Improvements.

3. **Construction Of Premises:**

Tenant shall be responsible for obtaining all municipal approvals, and shall be responsible for the construction of the Tenant Improvements upon the Premises in accordance with approved plans and receipt of a Certificate of Occupancy.

Tenant

Landlord

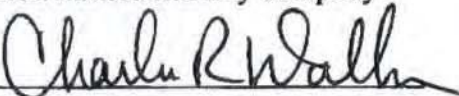
National Bank of Arizona, a

Arma Vista Properties, LLC, an

national banking association

Arizona limited liability company

By: 

By: 

Its: EJP

Its: Member manager

Date: 1/24/12

Date: 1/31/12

EXHIBIT "D"

SIGNAGE



# National Bank

O F F A R I Z O N A

---

201 N. Montezuma / Prescott, AZ

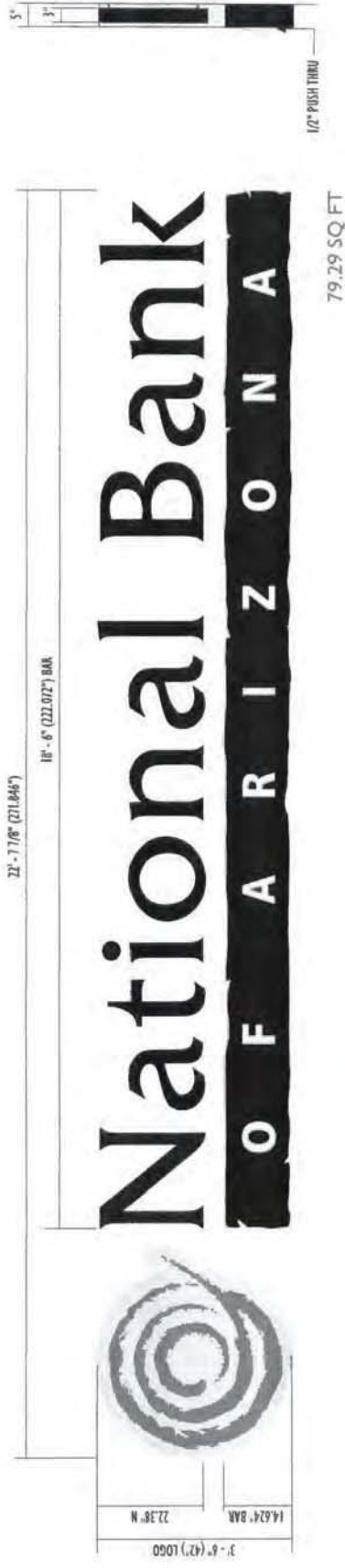
---



DATE	12.22.11	BY	Anthony Noto
NOTED		BY	
LOCATION	National Bank of Arizona 201 N. Montezuma, Prescott, AZ		
DESIGNED BY	Lisa Contessa		
DATE	02.07.12	BY	
DATE	04.10.12	BY	
DATE	01.22.13	BY	
DATE	04.10.13	BY	
DATE	05.01.13	BY	
PROJECT NO.	120003	REV.	6

FLUORESCO LIGHTING & SIGNS  
 ARIZONA CALIFORNIA NEVADA  
 SINCE 1991  
 IASNA  
 IALAN

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**Halo Illuminated RC Letters and Illuminated Channel Logo & Bar on Backer Panel**

- Faces:** (Logo) Aluminum w routed & backed graphics; Painted NB of AZ Faux Rock; (Letters) Aluminum painted Black; (Bar) Aluminum w routed & push thru copy; Painted Black
- Push Thrus:** 3/4" Acrylic (1/2" push thru)
- Vinyl:** 3630-129 Bronze (top) 3630-141 Gold Nugget (bottom)
- Returns:** (Logo & Bar) 5" Deep aluminum painted to match faces; (Letters) 3" Deep aluminum painted Black to match faces
- Letterbacks:** (Logo & Bar) Aluminum; Backs not visible; (Letters) Clear polycarbonate
- Illumination:** White LEDs
- Mounting:** (Logo & Bar) Flush to wall using thru bolts or best method; (Letters) To wall at 1" stand off
- Wall Type:** \_\_\_\_\_
- Notes:** \_\_\_\_\_

**Scope of Work:** Fabricate & Install Two (2) Sets of Illuminated Channel & Reverse Channel Letters.

**Electrical Load:** \_\_\_\_\_ Amps @ \_\_\_\_\_ Volts

**SIGN TYPE A.1 & A.2 / HALO ILLUMINATED R/C LETTERS & ILLUMINATED LOGO**

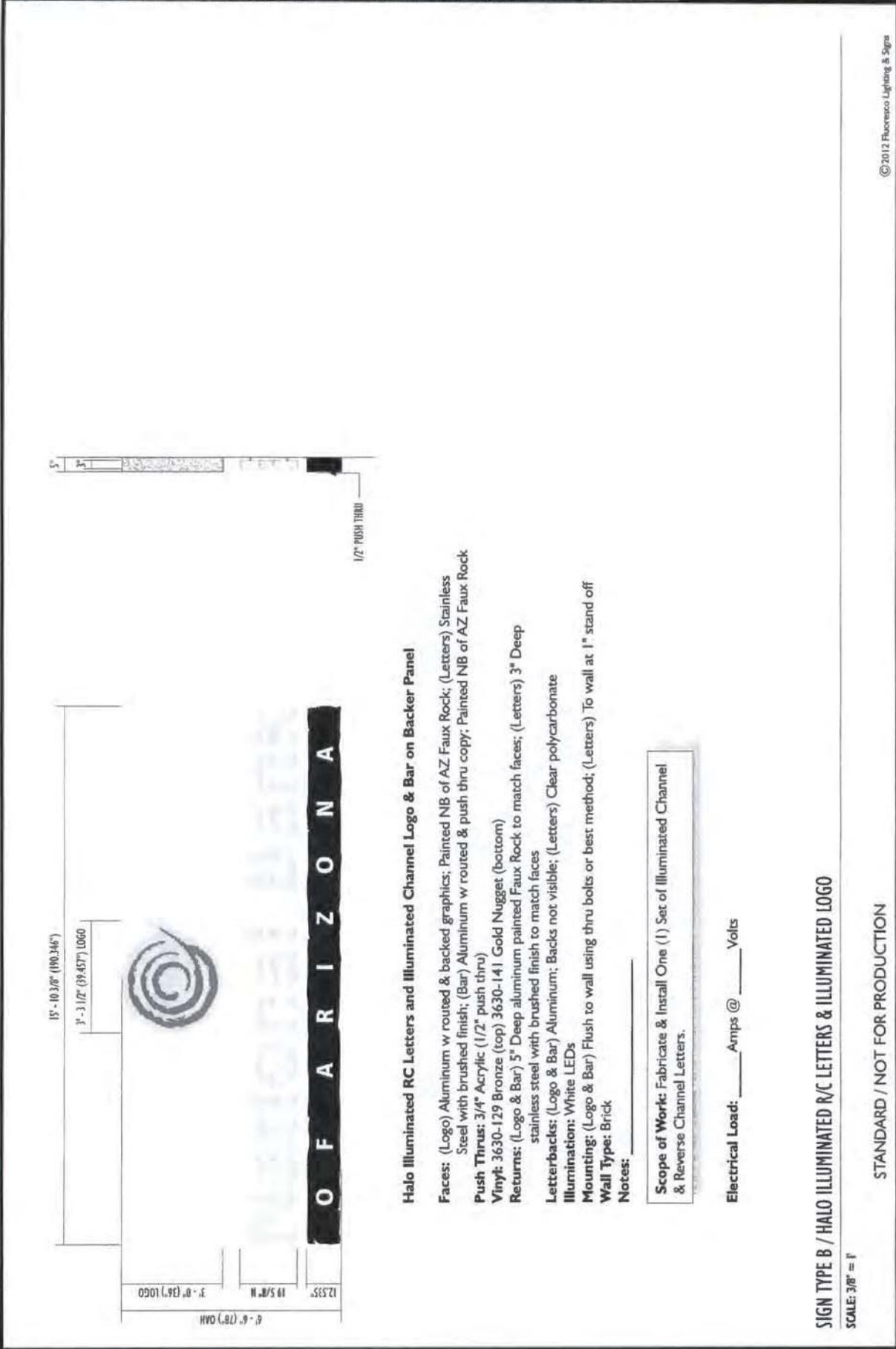
SCALE: 1/2" = 1'

STANDARD / NOT FOR PRODUCTION



DATE	12.22.11	BY	Anthony Mote
NOTED		BY	Anthony Mote
LOCATION	201 N. Montezuma, Prescott, AZ	PROJECT	National Bank of Arizona
DATE	02.07.12	BY	Lisa Contessa
DATE	03.22.12	BY	
DATE	04.20.12	BY	
DATE	05.01.12	BY	
DATE	06.01.12	BY	
DATE	08.01.12	BY	

FLUORESCO LIGHTING & SIGNS  
 ARIZONA CALIFORNIA NEVADA  
 SINCE 1907  
 ICSA  
 IASDA



**Halo Illuminated RC Letters and Illuminated Channel Logo & Bar on Backer Panel**

- Faces:** (Logo) Aluminum w routed & backed graphics; Painted NB of AZ Faux Rock; (Letters) Stainless Steel with brushed finish; (Bar) Aluminum w routed & push thru copy; Painted NB of AZ Faux Rock
- Push Thrus:** 3/4" Acrylic (1/2" push thru)
- Vinyl:** 3630-129 Bronze (top) 3630-141 Gold Nugget (bottom)
- Returns:** (Logo & Bar) 5" Deep aluminum painted Faux Rock to match faces; (Letters) 3" Deep stainless steel with brushed finish to match faces
- Letterbacks:** (Logo & Bar) Aluminum; Backs not visible; (Letters) Clear polycarbonate
- Illumination:** White LEDs
- Mounting:** (Logo & Bar) Flush to wall using thru bolts or best method; (Letters) To wall at 1" stand off
- Wall Type:** Brick
- Notes:** \_\_\_\_\_

**Scope of Work:** Fabricate & Install One (1) Set of Illuminated Channel & Reverse Channel Letters.

**Electrical Load:** \_\_\_\_\_ Amps @ \_\_\_\_\_ Volts

**SIGN TYPE B / HALO ILLUMINATED R/C LETTERS & ILLUMINATED LOGO**

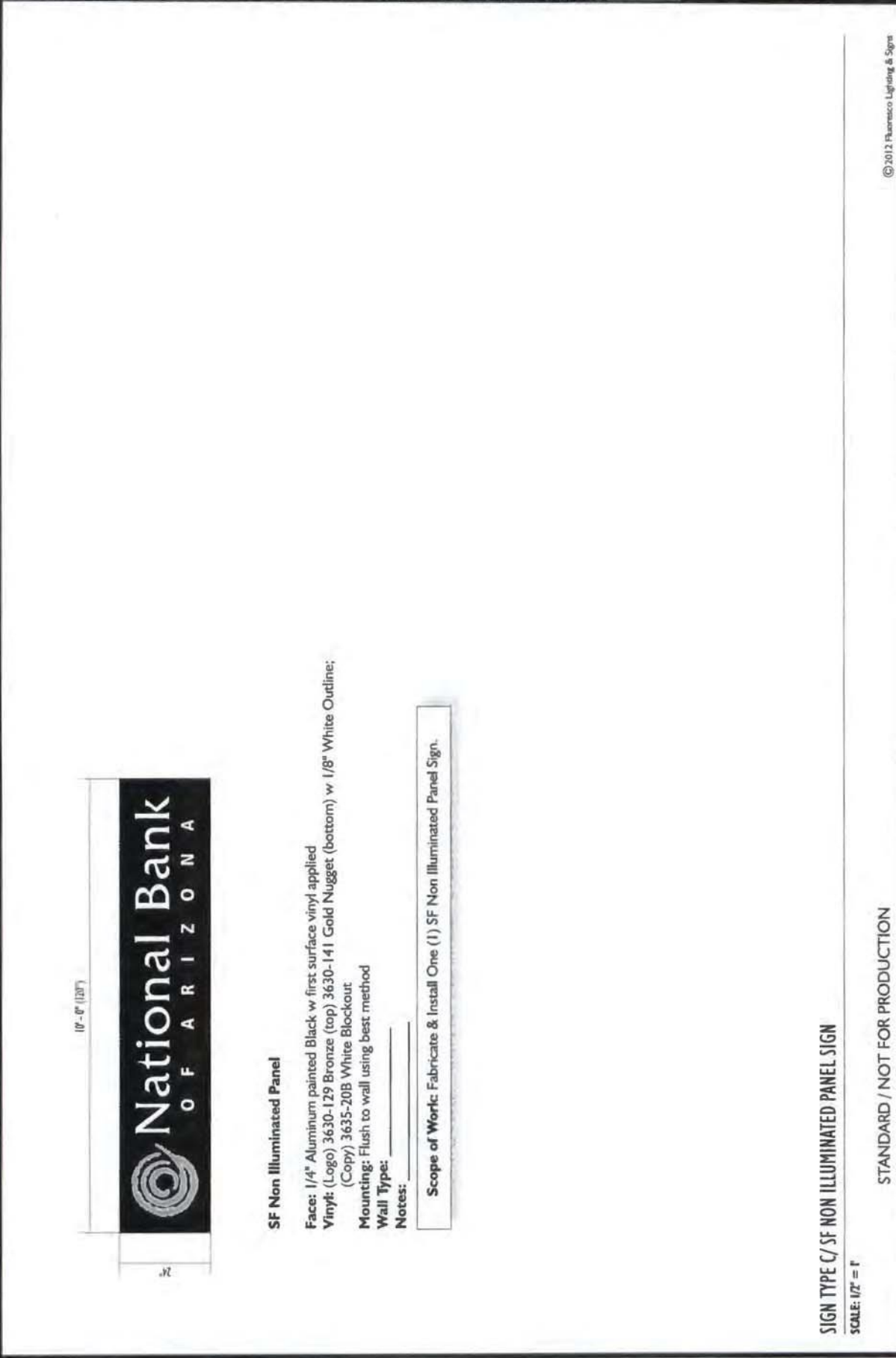
SCALE: 3/8" = 1'

STANDARD / NOT FOR PRODUCTION

DATE	12.22.11	BY	Noted
PROJECT	National Bank of Arizona		
LOCATION	201 N. Montezuma, Prescott, AZ		
DESIGNED BY	Anthony Noto		
CHECKED BY	Lisa Cavessa		
DATE	02.07.12	DATE	04.10.12
DATE	03.22.12	DATE	04.20.12
DATE	03.29.12	DATE	05.01.12
NO.	6	NO.	8
REV#	120003		



  
 SINCE 1967  
 LIGHTING & SIGNS  
 ARIZONA CALIFORNIA NEVADA



**SF Non Illuminated Panel**

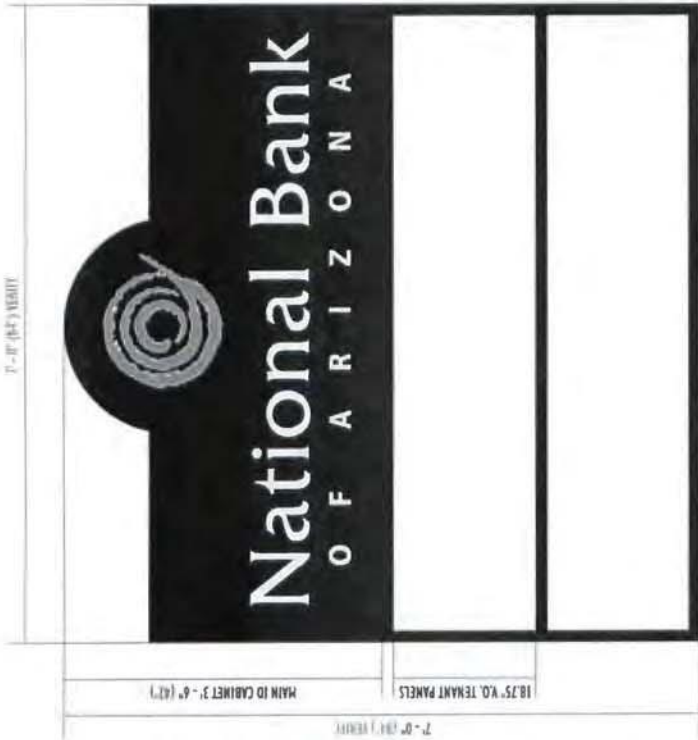
**Face:** 1/4" Aluminum painted Black w first surface vinyl applied  
**Vinyl:** (Logo) 3630-129 Bronze (top) 3630-141 Gold Nugget (bottom) w 1/8" White Outline;  
 (Copy) 3635-20B White Blockout  
**Mounting:** Flush to wall using best method  
**Wall Type:** \_\_\_\_\_  
**Notes:** \_\_\_\_\_

**Scope of Work:** Fabricate & Install One (1) SF Non Illuminated Panel Sign.

**SIGN TYPE C/ SF NON ILLUMINATED PANEL SIGN**

SCALE: 1/2" = 1'

STANDARD / NOT FOR PRODUCTION



**DF Illuminated Cabinet**

**Faces:** .125" Aluminum painted Black;(Logo) Routed and backed with acrylic & first surface vinyl; (Letters) Routed push thru copy; May require waterjet due to small size; (Tenant Panels) Polycarbonate with first surface vinyl graphics as required

**Vinyl:** 3630-129 Bronze (top) laminated to 3630-141 Gold Nugget (bottom); Leave 1/8" White outline

**Push Thrus:** 1" Acrylic (3/4" Push Thru)

**Retainers & Divider Bar:** (Tenant Panels) 1/2" Aluminum painted Black

**Cabinet:** Verify existing cabinet depth; Aluminum; Painted Black

**Illumination:** White LED's or Fluorescent lamps

**Base:** Existing brick base; Install new cabinet on existing base

**Notes:** \_\_\_\_\_

**Scope of Work:** Fabricate & Install One (1) DF Illuminated Cabinet to Update Existing Monument.

**Electrical Load:** \_\_\_\_\_ Amps @ \_\_\_\_\_ Volts



EXISTING

SIGN TYPE D / ILLUMINATED CABINET w ROUTED & PUSH THRU COPY

SCALE: 3/4" = 1'

STANDARD / NOT FOR PRODUCTION

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ARIZONA CALIFORNIA NEVADA

**FLUORESCO**  
LIGHTING & SIGNS  
SINCE 1981

PROJECT	National Bank of Arizona
LOCATION	201 N. Montezuma, Prescott, AZ
DATE	12.22.11
NOTES	Noted
DESIGNER	Anthony Nocco
DATE	07.29.12
DATE	03.22.12
DATE	04.20.12
DATE	02.07.12
DATE	04.10.12
DATE	05.01.12
DATE	07.29.12
DATE	08.01.12
DATE	08.01.12

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PROJECT: National Bank of Arizona		DATE: 12.22.11	SCALE: 1/2" = 1'
LOCATION: 201 N. Fort Huachuca, Prescott, AZ		CLIENT: Noted	REVISED: 05.01.12
DESIGNER: Lisa Cantessa		APPROVED: Anthony Maceo	DATE: 03.22.12
DRAWN: Lisa Cantessa		DATE: 02.07.12	DATE: 04.10.12
CHECKED: Lisa Cantessa		DATE: 03.22.12	DATE: 04.20.12
DATE: 02.07.12		DATE: 03.22.12	DATE: 04.10.12
DATE: 03.22.12		DATE: 03.22.12	DATE: 04.10.12
DATE: 05.01.12		DATE: 05.01.12	DATE: 05.01.12
DATE: 05.01.12		DATE: 05.01.12	DATE: 05.01.12



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ROUTED & BACKED LOGO  
w/ 3630-129 BRONZE + 3630-141 GOLD NUGGET  
VINYL APPLIED w/ 1/8" WHITE OUTLINE

ROUTED & BACKED COPY

QTY. 2

**Tenant Panels for Existing DF Illuminated Monument**

**Faces:** 1/8" Aluminum painted Black; Routed & acrylic backed logo w/ first surface vinyl applied (may require water jet due to small size); Routed push thru copy (may require water jet due to small size)  
**Vinyl:** 3630-129 Bronze + 3630-141 Gold Nugget  
**Push Thrus:** 3/4" Acrylic (1/2" push thru)

**Notes:**  
Scope of Work: Fabricate & Install Two (2) Replacement Tenant Panels for Existing DF Illuminated Monument.



PROPOSED  
MTS

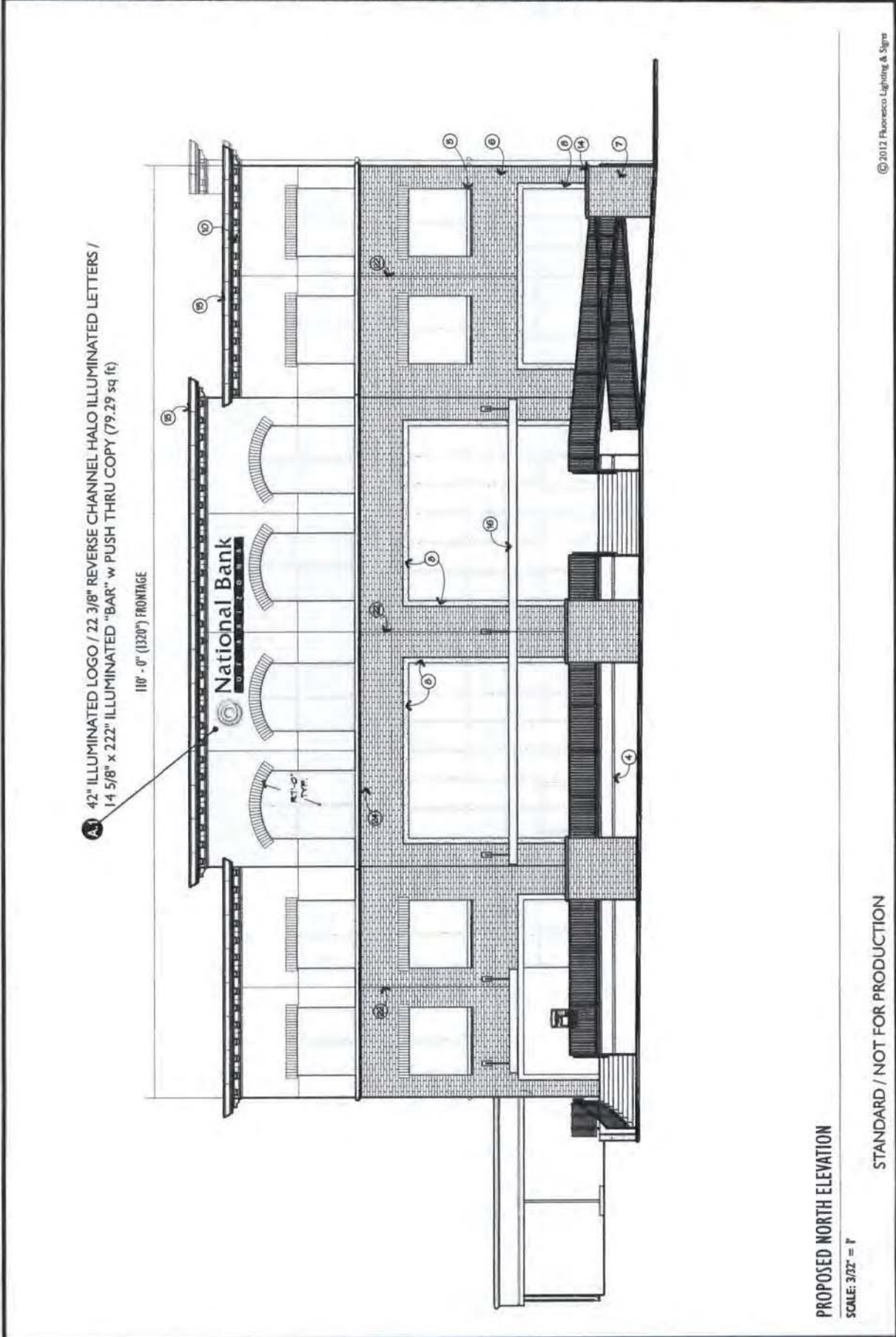
**SIGN TYPE E / ILLUMINATED TENANT PANEL w/ ROUTED & PUSH THRU COPY**

SCALE: 1/2" = 1'

STANDARD / NOT FOR PRODUCTION

DATE	12.22.11	PROJECT	National Bank of Arizona
CLIENT	Niced	LOCATION	201 N. Montezuma, Prescott, AZ
DESIGNER	Arthur M. Niced	DATE	02.07.12
PROJECT NO.	120003	DATE	04.10.12
SCALE	2	DATE	05.01.12
BY	8	DATE	03.22.12
BY	2	DATE	04.20.12
BY	2	DATE	04.10.12


**FLUORESCO**  
 LIGHTING & SIGNS  
 ARIZONA CALIFORNIA NEVADA  
 SINCE 1981



**A** 42" ILLUMINATED LOGO / 22 3/8" REVERSE CHANNEL HALO ILLUMINATED LETTERS /  
 14 5/8" x 222" ILLUMINATED "BAR" w PUSH THRU COPY (79.29 sq ft)

110' - 0" (1320") FRONTAGE

PROPOSED NORTH ELEVATION  
 SCALE: 3/32" = 1'

STANDARD / NOT FOR PRODUCTION

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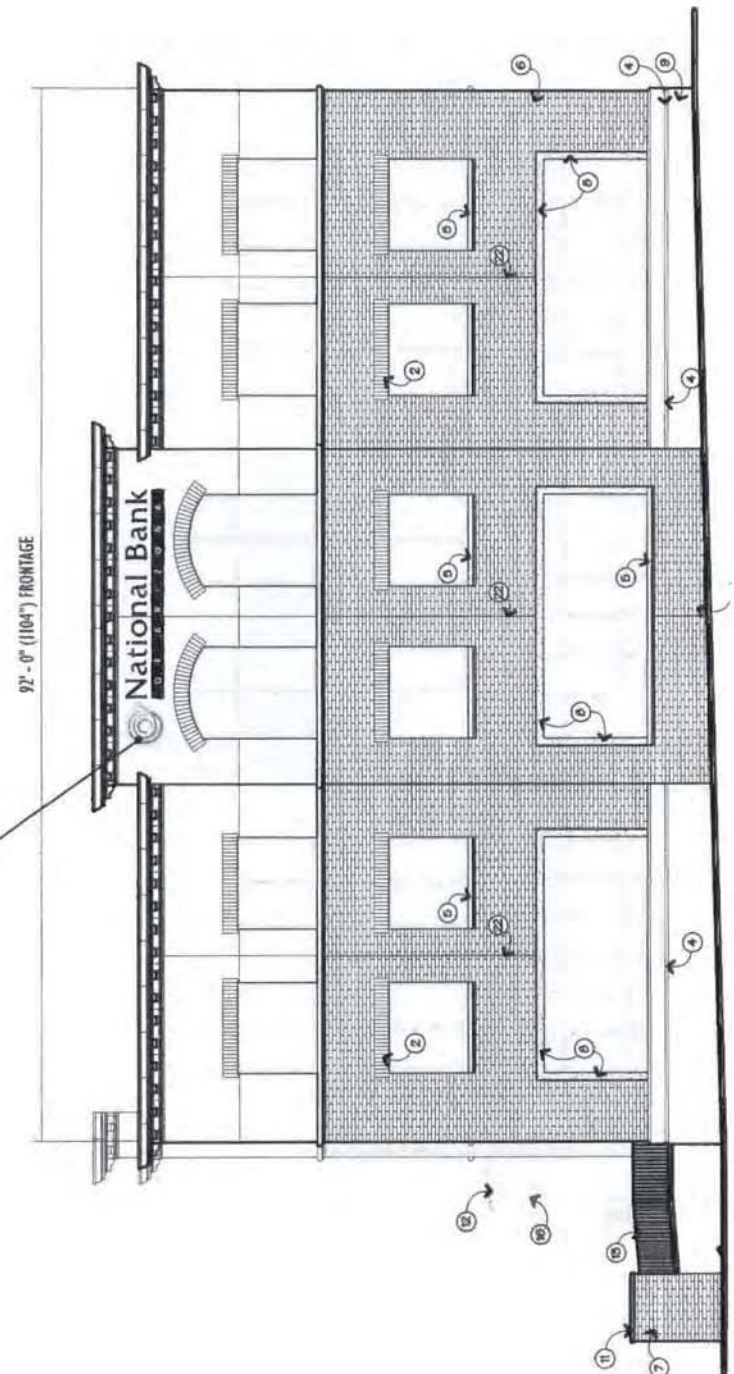
This original registered drawing is submitted for use in connection with a project being designed for you by Fluoresco. It is not to be shown to anyone outside of your organization, reproduced or used in any fashion without expressed written approval.

DATE	12.22.11	PROJECT	National Bank of Arizona
CLIENT	Norced	ADDRESS	201 N. Montezuma, Prescott, AZ
DESIGNER	Anthony Neto	OWNER	Lisa Contessa
NO. OF SHEETS	3	SHEET NO.	8
DATE	01.29.12	DATE	05.01.12
DATE	03.22.12	DATE	04.20.12
DATE	02.07.12	DATE	04.10.12

FLUORESCO LIGHTING & SIGNS  
 ARIZONA CALIFORNIA NEVADA  
 SINCE 1971

This engineer's professional seal is submitted for use in connection with a project being designed for you by Fluoresco. It is not to be shown to anyone outside of your organization, reproduced or used in any fashion without expressed written approval.

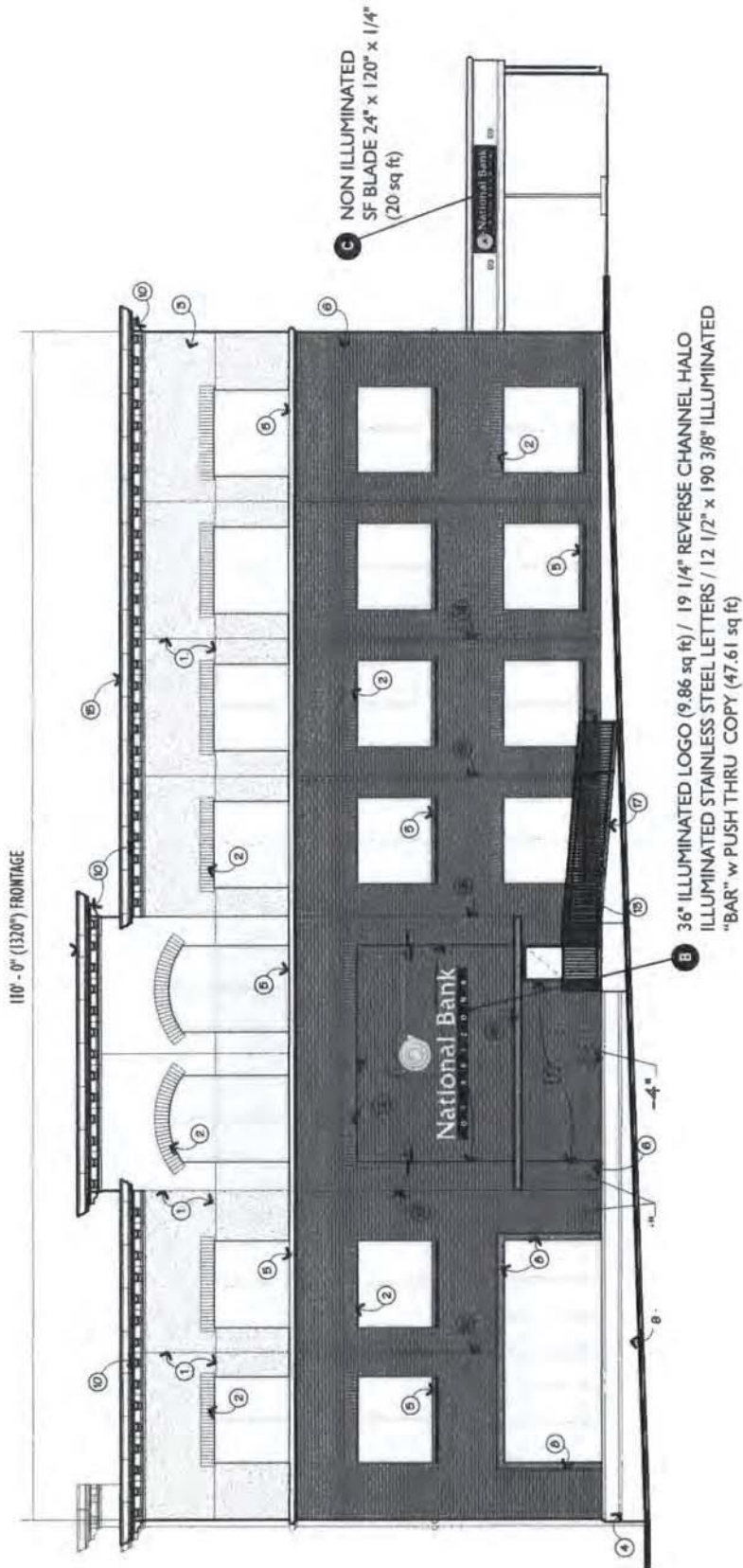
42" ILLUMINATED LOGO / 22 3/8" REVERSE CHANNEL HALO ILLUMINATED LETTERS /  
 14 5/8" x 222" ILLUMINATED "BAR" w PUSH THRU COPY (79.29 sq ft)



PROPOSED WEST ELEVATION  
 SCALE: 3/32" = 1'

STANDARD / NOT FOR PRODUCTION

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PROPOSED SOUTH ELEVATION

SCALE: 3/32" = 1'

STANDARD / NOT FOR PRODUCTION

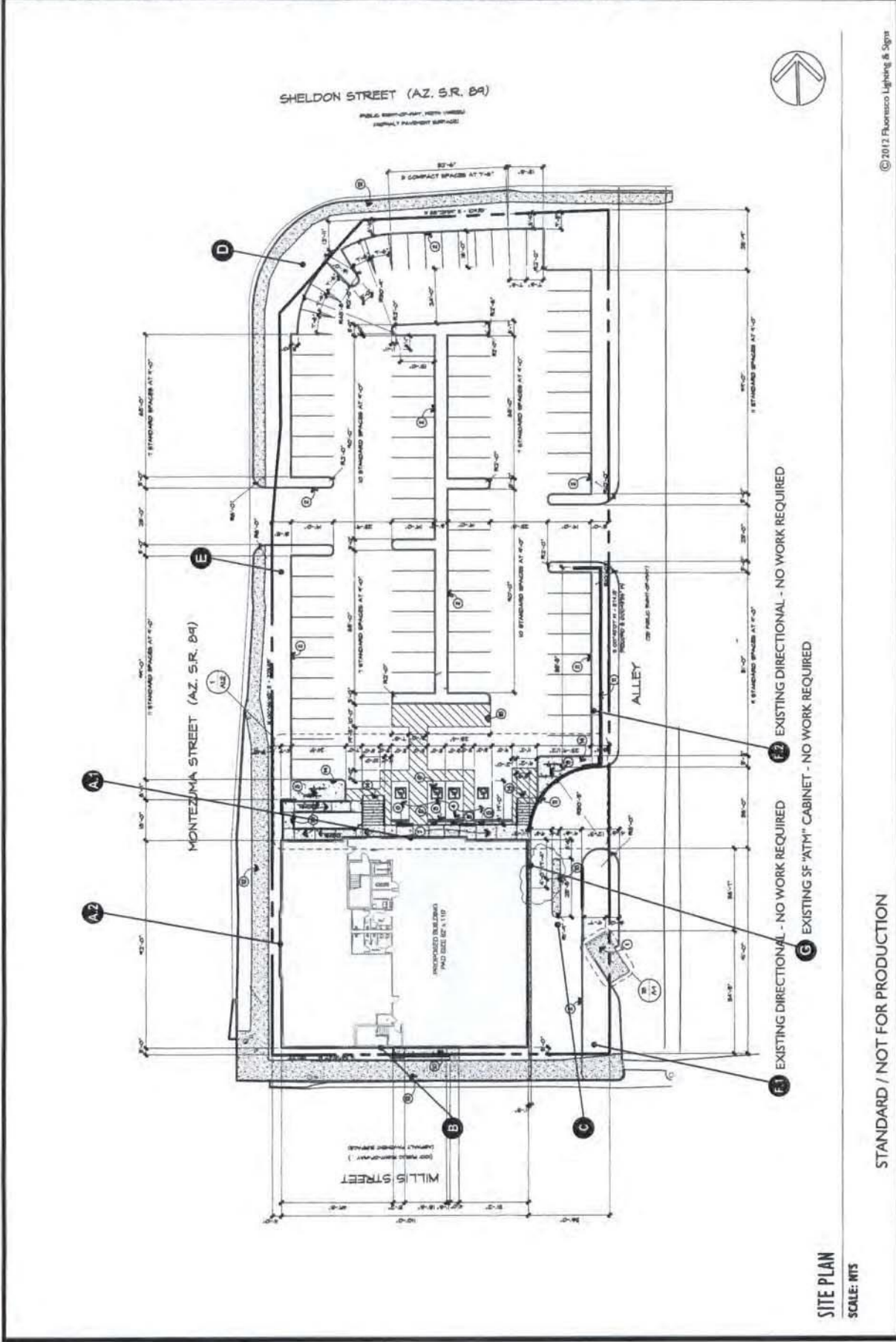
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DATE	12.22.11	PROJECT	2011 N. Montezuma, Prescott, AZ
DESIGNED BY	Anthony Noto	CLIENT	National Bank of Arizona
CHECKED BY	Lisa Contessa	DATE	02.07.12
DATE	03.22.12	DATE	04.20.12
DATE	03.19.12	DATE	05.01.12
NO.	1	NO.	8
PROJECT NO.	120003		

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LIGHTING & SIGNS  
ARIZONA CALIFORNIA NEVADA  
SINCE 1961



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**SITE PLAN**  
SCALE: NTS

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