GENERAL SERVICES ADMINISTRATION PUBIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT NO. 2	DATE 5/17/2012
	TO LEASE NO. GS-09B-02481	

ADDRESS OF PREMISES: 1404 Colorado Street,
Boulder City, Nevada 89005-2451

THIS AGREEMENT, made and entered into this date by and between: CUMMINS FAMILY TRUST 2005 and MICHAEL AND TERESA GIROUX

Whose address is: [redacted]

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

WHEREAS, the parties hereto desire to terminate the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 31, 2012, to terminate the lease and to pay the lessor a lump sum settlement amount of Four Hundred Seven Thousand, Seventy Four Dollars and Ninety cents ($407,074.90) as follows:

Paragraphs 21 and 22 are hearby added:

21. The Government and the Lessor mutally agree to terminate the said Lease. All terms and conditions of the Lease are hereby terminated.

22. To provide for a full and final settlement and release of all causes of action, damages or liability arising from and/or relating to Lessor's rent request for space currently occupied by the Government at 1404 Colorado Street, Boulder City, NV. This SLA is to effectuate a settlement agreement between the United States of America, through the U.S. General Services Administration ("GSA"), and CUMMINS FAMILY TRUST 2005 and MICHAEL AND TERESA GIROUX. The total settlement amount is Four Hundred Seven Thousand, Seventy Four Dollars and Ninety cents ($407,074.90) and will be paid via lump sum payment.

In exchange for the Government's agreement to pay the settlement amount, both parties, their successors and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge each other from any and all liabilities, obligations, damages, actions, suits, rights, demands, costs (including, but not limited to attorneys fees and interest), losses, debts and expenses actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which either party, or any related person or entity, now has, owns, or holds or claims to have, own or hold, or which either party at any time hereinafter may have against each other, arising under or relating to the circumstances giving rise to the Lessor's request for compensation.

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

LESSOR: CUMMINS FAMILY TRUST 2005 and MICHAEL AND TERESA GIROUX

BY Michael J. Giroux Teresa Giroux
(Signature)

Charles Dale Cummins Trustee
(Title) Agent of Cummins Trustee

IN THE PRESENCE OF (witnessed by:)

Renee Nichols
(Signature)

[redacted]
(Address) [redacted]

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY [illegible]
GSA Contracting Officer
(Signature)