

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

12/4/2009

LEASE No. GS-09B-02481 BLDG No. NV8172

THIS LEASE, made and entered into this date between CUMMINS FAMILY TRUST 2005 and MICHAEL and TERESA GIROUX

whose address is:



and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
24,233 rentable square feet (r.s.f.), yielding approximately 21,750 ANSI/BOMA Office Area square feet and related space located on the first and second floors of the 1404 Colorado Street Office Building, 1404 Colorado Street, Boulder City, Nevada, 89005-2647, together with seventy-eight (78) on-site reserved surface parking spaces, as depicted on the attached floor plan (Exhibit A) and site plan (Exhibit B) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of five (5) years beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government. **The lease term is for five (5) years, three (3) years firm**, subject to termination and renewal rights as may be hereinafter set forth.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective at any time after the third (3rd) year of this lease by giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.
6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. The parking space(s) described in Paragraph 1 and any additional parking spaces as required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8NV2066 and its attachments.

Initials:

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C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers (SFO) Number 8NV2066 (52 pages) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 51 and 52 of SFO 8NV2066);
- c) SFO Amendment Number 1 (1 page);
- d) GSA Form 3517, General Clauses (2 pages);
- e) GSA Form 3518, Representations and Certifications (7 pages);
- f) Sheet no. 1-3 containing Paragraphs 9-20;
- g) First generation Blue-Line Plan (Exhibit "A");
- h) Site Plan (Exhibit "B")

8. The following changes were made in this lease prior to its execution:

Paragraphs 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 20 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: CUMMINS FAMILY TRUST 2005 and MICHAEL AND TERESA GIROUX

BY Michael J. Avery Teresa D. Giroix
(Signature)

Michael Duke Cummins Trustee
(Signature) April M. Cummins, Trustee

IN PRESENCE OF:

Saturna Bonito
(Signature)


(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY R. Nimmo
CONTRACTING OFFICER, GSA ROBERT W. NIMMO