

Lease No. GS-07B-16961

GSA FORM L201-A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

NEW MEXICO STATE UNIVERSITY
OFFICE OF SPONSORED PROGRAMS
1620 STANDLEY DR ACADEMIC RESH A RM 110
LAS CRUCES, NM 88003-1239

("the Lessor"), and **THE UNITED STATES OF AMERICA** ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A Simplified Lease Proposal attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

TEN (10) YEARS,

commencing on July 1, 2011 and terminating on June 31, 2021, subject to the terms and conditions set forth below.

A. **Rental Consideration.** In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Paragraph III.A.5. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and tenant improvements specified in the Lease, including those described in the Exhibit A, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas shall be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. **Early Termination Right.** After the **Fifth (5th)** anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early termination of this Lease by giving at least 90 days written advance notice to the Lessor. This right to elect early termination shall expire 90 days after said anniversary.

C. **Documents Incorporated By Reference.** The following documents are incorporated by reference, as though fully set forth herein:

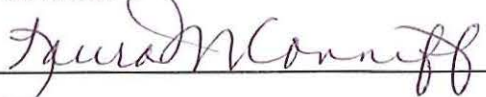
1. Exhibit A, GSA Form 1364A, Lessor's Simplified Lease Proposal in Response to Request for Lease Proposals No. GS-07B-_____.
2. Exhibit B, Floor Plan Delineating the Premises
3. Exhibit C, GSA Form 3518A, Representations and Certifications (Rev. 1/07)
4. Exhibit D, Rider to Lease No. GS-07B-_____
5. Exhibit E, Clauses Incorporated by Reference

D. **Tenant Hours of Operation.** The Government shall be entitled to routinely occupy and use the Premises during the following hours:

	Start	End
Weekdays:	7:00 a.m. MST	5:00 p.m. MST
Saturdays:	As needed	As needed
Sundays:		
Federal Holidays:		

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

For the Lessor:



[NAME]

[TITLE]

Date: 9/6/11

For the Government:



Lease Contracting Officer

Date: 9/21/11