

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

10-20-11

LEASE No. GS-09B-02789

THIS LEASE, made and entered into this date between Las Vegas Federal Offices, LLC

Whose address is: 5655 S. Yosemite Street #301
Greenwood Village, CO 80111

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:
Sixty-two thousand one-hundred ten (62,110) rentable square feet (r.s.f.), yielding approximately fifty-seven thousand seven-hundred and fifty (57,750) ANSI/BOMA Office Area square feet and related space located on Floors ,6, 7,8,9, and 10 at 501 South Las Vegas Boulevard, Las Vegas, Nevada, 89101, together with one-hundred fifteen (115)onsite, inside, secured, reserved parking spaces (parking garage plan is provided as attached), as depicted on the attached (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED
4. The Government may terminate this lease in whole or in part effective any time after the 12th year of this lease 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. Should the Government terminate the lease any time after the firm term ends then the cost of the unamortized tenant improvements will be the Lessor's cost and the Government will not be responsible for the balance.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

-Remainder of this page intentionally left blank-

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 parking spaces required by local code and included in the lease contract. The 115 required on site inside secured parking spaces satisfies the local code requirement.
 - 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. GS-09B-02789 and its attachments.
 - 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 Number GS-09B-02789 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) [REDACTED] Design Guide (pages 1-34);
- c) GSA Form 3517 (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-3 containing Paragraphs 9-40;
- f) First generation Blue-Line Plan (Exhibit "A"); (Page 1)
- g) Site Plan (Exhibit "B"); (Page 1)
- h) Project Schedule (Exhibit "C"); (Page 1)
- i) Parking Garage Plan (Exhibit "D"); (Page 1)

8. The following changes were made in this lease prior to its execution:
Paragraphs 9 through 40 have been added.

The parties hereto have hereunto subscribed their names as of the date first above written.

[REDACTED]
Offices, LLC

*Resid of
S/OA INC.*

(Signature)

[REDACTED]
ADMINISTRATION, Public Buildings Service:

A

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02789

- C. Failure to submit these budgets and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
- D. The construction schedule required in Paragraph 5.9 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.9, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
- E. In addition to the submission requirements specified under Paragraph 5.9, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format fifteen (15) working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.

19. ACCEPTANCE OF SPACE:

- A. The following is added to Paragraph 5.9 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
- B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

20. OCCUPANCY REPORTS:

- A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

21. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**

22. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".



23. The space will be located in a to be constructed speculative office building. All requirements identified in the SFO and the design guide will be met and there will not be any value engineering approved for this Lease. The Lessor will create all new utility easements as part of the development of the speculative building that will meet the requirements of the Government. In addition the Lessor affirms that it has received approval from the Las Vegas City Council to vacate a portion of the public right-of-way of an alley from Clark Avenue south for 150 feet. Lessor will record the Order of Vacation before August 3, 2012. Furthermore the site has existing sewer manholes that will be either relocated or sealed. The speculative building will have a dedicated corridor for the U.S. Attorneys' staff on the first floor. The outside door leading to the dedicated corridor will be a secure door.

24. In the event that the Tenant Improvement cost exceeds the cost identified in the budget it will be the Lessor's cost. All Tenant Improvement overage cost must be approved by the Contracting Officer and memorialized via an SLA.

25. Any change orders requested after award will have the Lessor's mark up for General Conditions; for the General Contractor's fee, for Architectural / Engineering Fees, and for Lessor's Project Management fees will be a total of 15 percent as stated in the Lessor's offer (Form 1364).

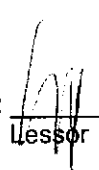
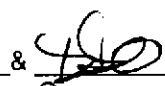
26. A view window will be provided in each office bay.

27. The Lessor will provide plans according to section 5.12 of the SFO after award.

Initials:  & 
Lessor & Government

SHEET NUMBER 3 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02789

28. Lessor will meet all Fire & Life Safety requirements as stated in the SFO, along with meeting all local code requirements.
29. Lessor will provide all of the temperature requirements per the SFO.
30. Cleaning will be provided during daytime hours while agency personnel are present per section 4.8 of the SFO.
31. As per Section 5.5 of the SFO the Lessor will pay the Government the sum of one day's shell rent (\$4,754.39 / day) for each and every calendar day that the delivery is delayed beyond the date that occurs 240 working days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.
33. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is 35-2419695. The DUNS number is 969163828. The signatory authority for Lessor is Stephen M. Biagiotti as President, Mark D. Canto, as CEO, and Marc M. Biagiotti, as Vice President.
34. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 3.0% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 2.0% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed 5.0% of the total subcontractor's costs.
 - D. Lessor's Project Management fees will not exceed 5.0% of the total subcontractor's costs
35. **SETBACK:** The property must be configured to meet a twenty (20') foot setback from the nearest façade of the building.
36. **RENT COMMENCEMENT:** The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to two-hundred seventy-five (275) days after the Construction Notice to Proceed has been issued, or as identified in a subsequent Supplemental Lease Agreement (SLA).
37. Beneficial Occupancy is anticipated for April 1, 2013.
38. Upon space acceptance the actual occupied space will be measured and verified. The adjustment will be made either up or down. Any change will be memorialized in a subsequent SLA.
39. Title to all items for which the Government makes payment through rent or a Lumpsum payment through the entire lease term, shall vest the Government. The Government may remove these items at any time during the lease term. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises, the Lessor shall remain responsible for all Maintenance, Repair, and Replacement of all items. If, after the lease term, or any extension, renewal or succeeding lease term, the Government elects to abandon any item in place, Title shall pass to the Lessor.
40. The Common Area Factor is 1.08

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