

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-09B-02443 DATE August 13, 2010 PAGE 1 of 2

ADDRESS OF PREMISES 980 Sandhill Road, Reno, NV 89521-1901

THIS AGREEMENT, made and entered into this date by and between, Sandhill Investors II LLC.,

whose address is 980 SANDHILL ROAD, SUITE 200, RENO, NEVADA 89521-1901

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

WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraph 11, 12, AND 13 are hereby added:

"11. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$1,177,582.44, inclusive of all management and architectural fees. (See Exhibit A - "GSA Sandhill Tenant Improvement Costs Detailed 08/04/2010," 1 page, attached)."

"12. The total cost for Tenant Improvements in the amount of \$1,177,582.44 exceeds the tenant improvement allowance of \$736,565.06 (37.73/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$441,017.38. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.2 of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$441,017.38 pursuant to Paragraph 13, herein. The Lessor hereby waives restoration as a result of all improvements."

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

LESSOR

Doug Roberts

NAME OF SIGNER

Rd Ste 110 Reno NV 9821

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

MARK DRAMOS

ADDRESS

730 SANDHILL RD SUITE 110 RENO, NV 89521

UNITED STATES OF AMERICA



NAME OF SIGNER

PETER SHAYIN

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

"13. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$441,017.38** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Acquisition Division – San Francisco
Attention: Cyrus Sanandaji
450 Golden Gate, 3rd Floor East,
San Francisco, CA 94102-3471

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

All other terms and conditions remain in full force and effect.

INITIALS: SW LESSOR PS GOVT