

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO 3

DATE:

JUN 30 2011

TO LEASE NO. **GS-09B-02475**

ADDRESS OF PREMISES Museum Tower, 100 West Liberty, Reno, NV 89501-1962

THIS AGREEMENT, made and entered into this date by and between **CHAWIN PROPERTIES, LLC**

whose address is 525 University Avenue
Suite 1400
Palo Alto, CA 94301-1910

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective upon execution by the Government, as follows: To correct the Lessor's zip code, to establish beneficial occupancy of the premises on June 1, 2011, to establish the total usable and rentable square footage under the lease, to establish the term of the lease, to establish the annual rent, to establish the tenant improvement allowance to be amortized into the rental consideration, to establish the commission credit.

Paragraph 1 of the Lease is deleted in its entirety and the following substituted therefore:

"1. The Lessor hereby leases to the Government the following described premises: A total of 5,818 rentable square feet (r.s.f.), yielding approximately 5,060 ANSI/BOMA Office Area square feet and related space located on the 6th & 7th Floors at Museum Tower, 100 West Liberty, Reno, NV 89501-1962, together with five (5) onsite, structured, reserved parking spaces, as depicted on the attached Floor Plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

Paragraph 2 of the Lease is deleted in its entirety and the following substituted therefore:

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on June 1, 2011 through May 31, 2021, subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 9 of the lease is deleted in its entirety and the following substituted therefore:

"9. The Government shall pay the Lessor annual rent as follows:

For months 1 through 60, annual rent of \$182,716.77 (\$31.405427 per rentable square foot per year) at the rate of \$15,226.40 per month in arrears.

For months 61 through 120, annual rent of \$163,136.72 (\$28.040000 per rentable square foot per year) at the rate of \$13,594.73 per month in arrears.

Rent for a lesser period shall be prorated. Rent shall be payable to:

CHAWIN PROPERTY, INC.
c/o C.M. Capital Corporation
525 University Avenue, Suite 1400
Palo Alto, CA 94301-1910
Attention: Real Estate Manager"

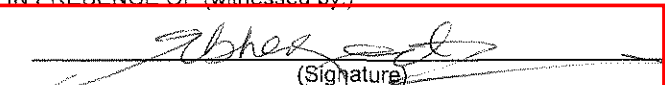
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **CHAWIN PROPERTIES, LLC**

BY  (Signature)

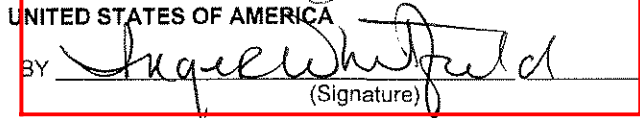

(Title)

IN PRESENCE OF (witnessed by):

 (Signature)

525 UNIVERSITY AVE #1400
PALO ALTO CA 94301
(Address)

UNITED STATES OF AMERICA

BY  (Signature)

CONTRACTING OFFICER
GSA, PBS, RED

Paragraph 15 of the Lease is deleted in its entirety and the following is substituted therefore:

"15. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance has been established by Paragraph 1.10, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance of \$209,969.76 amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 7% per year."

Paragraph 21 of the Lease is deleted in its entirety and the following is substituted therefore:

"21. **COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of 2.5% of the firm term value of this lease. The total amount of the commission is \$22,839.60. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 31% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$7,080.27. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 9 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$15,226.40 minus prorated Commission Credit of \$7,080.27 equals \$8,146.13 adjusted First Month's Rent."

Lessor Initials



Govt Initials

