

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

APR 14 2011

TO LEASE NO GS-09B-02147

ADDRESS OF PREMISES: 6999 Sierra Center Parkway, Reno, Nevada, 89511-2213

THIS AGREEMENT, made and entered into this date by and between MT. HOOD, LLC
whose address is: c/o WCM - Asset Manager, 1301 5th Avenue, Suite 3100, Seattle, WA 98101-2632

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 and Lessor, as follows: To provide Notice to Proceed with construction and to revise the cost of the tenant improvements (TIs), the Tenant Improvement Allowance and the Lump Sum payment as described below in Paragraphs 27, 28, 29, 30 and 31 which are hereby added.

"27. **NOTICE TO PROCEED:** As of February 2, 2011, the Lessor is hereby issued Notice to Proceed with the construction of Tenant Improvements in the space under lease."

"28. **COMMENCEMENT OF CONSTRUCTION AND CONSTRUCTION PERIOD:** Notwithstanding provisions 5.12A and 5.12F in SFO 4NV0102, the parties agree that the work shall commence on February 23, 2011. Paragraph 11 of the Lease is amended to provide that the Lessor shall have an additional 45 working days to complete the build out of the entire space. The additional 45 working days are provided to accommodate additional scope of work, specifically enclosure of the sallyport and to conduct contractor identity verification as required by the Government.

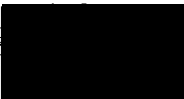
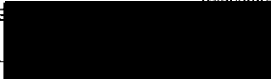
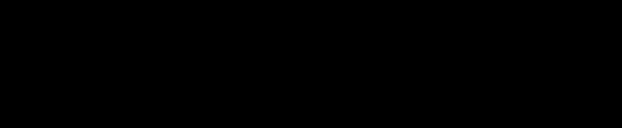
The Lessor shall have 125 working days from February 23, 2011 to complete the buildout of the entire space. All Items specified in Lease Agreement as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor. The Government agrees that the Lessor may request additional time in the event of delays which are outside of the Lessor's reasonable control. The estimated completion date is August 18, 2011."

"29. **TENANT IMPROVEMENT RENTAL ADJUSTMENT:** Paragraph 17 of the Lease is revised to reflect the changes in the total cost of the Tenant Improvements and the changes in the allowances as follows: The cost for the Tenant Improvements ("TIs") and lump sum items are modified based upon the Government's acceptance of the Tenant Improvement Price in the amount of \$3,822,709. Pursuant to the Lease, the breakdown of Tenant Improvements and Allowances established at this time, and obligated at this time are as follows: The total Tenant Improvement cost ("Total Tenant Improvement") is established as \$3,822,709 (outlined in Exhibit B and Exhibit C) and is comprised of the following: \$3,700,051 ("Base Items") detailed in Exhibit C plus \$122,658 ("Scope Increases") detailed in Exhibit B. The tenant improvements in the amount of \$3,822,709 are hereby ordered per this supplemental lease agreement. In accordance with SFO Section 3.3, Tenant Improvements Rental Adjustment (AUG 2008), the Government shall make a lump sum payment for the tenant improvement overage in the amount of \$2,183,751 (Tenant Improvement Price \$3,822,709 less Maximum tenant Improvement Allowance \$1,683,958). The lump sum payment shall be made upon completion and acceptance of the improvements. The Maximum Tenant Improvement Allowance of \$1,683,958 consists of a Tenant Improvement Allowance of \$1,308,183 and Building Specific Security Cost Allowance of \$375,775, to be amortized into the rent at a rate of 0% over the 10 year firm term of the lease. The Government will provide a lump sum payment of \$2,138,751.00 to the Lessor upon substantial completion and acceptance of the space. Any changes to or additional items added to the current scope shown on the construction plans dated January 26, 2011 must be incorporated by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence."

"30. **SCOPE OF WORK:** The scope of work for GS-09B-02417 is based on Design Intent Drawings (DID) approved by the Government dated July 16, 2010. In accordance with Section 5.12.C and 5.12.D of SFO 4NV0102, the Landlord prepared the working/construction drawings (GSA Tenant Improvement Package dated 1/26/11 and GSA Vanilla Shell and Site Package dated 1/26/11). The Government has completed its review of the working/construction drawings for conformance with the DID and the Government did not request any changes in those drawings and has given the Notice to Proceed in accordance with those working/construction drawings. Notwithstanding the Government's review of the working/construction drawings, the Lessor shall remain solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government approved design intent drawings."

"31. **COST INCREASES:** Any changes to the contract which may result in a cost increase shall be submitted as a change order. Said changes shall be incorporated by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence."

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

LESSOR: MT HOOD, LLC	By: OE MT. HOOD, LLC <i>limited liability company</i>	By: Washington Capital Management, Inc. <i>Its Member</i>
BY _____ (Signature)		<u>PATRICK S. MALLEY</u> (Print Name and Official title) Senior Vice President
IN PRESENCE 		<u>NANCY MAXWELL, DRAW ADMINISTRATOR</u> (Print Name and Official title)
		ADMINISTRATION, Public Buildings Service
		<u>Contracting Officer</u> (Official title)