GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. **1** TO LEASE NO. **GS-09B-02862**

ADDRESS OF PREMISES: 10775 Pioneer Trail, Suite 102, Truckee, CA 96161-0233

THIS AGREEMENT made and entered into this date by and between **HIDDEN LAKE PROPERTIES, INC.**

whose address is: 11050 Pioneer Trail, Suite 100, Truckee, CA 96161-0270

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 establish beneficial occupancy, to approve change orders #1, #2, and #3, to adjust the total amortized tenant improvement costs, to adjust the tenant fee schedule, to adjust the commission fees and credits, and to amend certain SFO requirements;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2012, as follows:

1. In separate correspondence dated July 10, 2012, the Government issued a Notice to Proceed for Tenant Improvements in the amount of $142,816.60. Additional authorization is hereby provided for those certain items contained within approved change orders #1, #2 and #3. As a result, the total Tenant Improvement Cost is $143,670.39, and shall be amortized in the rent.

C.O. #	Description	Amount
1	**ADD** 6" rubber cove base to warehouse areas	[redacted]
2	**ADD** mini-blinds to Office #3	[redacted]
3	**ADD** electrical technician labor for final WIP connections	[redacted]
	Total Approved Change Order Cost	**$853.79**

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [signature]
Name: Ciro Mancuso
Title: President
Entity Name: Hidden Lake Properties Inc
Date:

FOR THE GOVERNMENT:

Signature: [signature]
Name: M.E. NYGREN
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: AUG 27 2012

WITNESSED FOR THE LESSOR BY:

Signature: [signature]
Name: Katie Mancuso
Title: Secretary / Broker
Date: 8.18.12

2. Paragraph 3 of the lease is hereby deleted in its entirety and replaced with the following:

3. RENT AND OTHER CONSIDERATIONS

The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

LEASE TERM	ANNUAL RENT	MONTHLY RENT
YEARS 1 - 5	$141,276.32	$11,773.03
YEARS 6 - 10	$114,052.11	$9,504.34

Rent for a lesser period shall be prorated. Rent shall be paid through Electronic Funds Transfer to:

Hidden Lake Properties, Inc.
11050 Pioneer Trail, Suite 100
Truckee, CA 96161-0270

3. Paragraph 9 of the lease is deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the Premises with their appurtenances beginning on August 1, 2012, through the following ten (10) year term, subject to termination rights as set forth in the lease.

4. Paragraph 20 of the lease is deleted in its entirety and replaced with the following:

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

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rent 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 Months Rental Payment of **$11,773.03** minus prorated commission credit of [redacted] equals [redacted] Adjusted First Month's Rent.

Second Months Rental Payment of **$11,773.03** minus prorated commission credit of [redacted] equals [redacted] Adjusted Second Month's Rent.

5. SFO paragraph 10.16 [redacted] **(NOV 2005)(BUILDING SHELL)** is deleted in its entirety.

6. SFO paragraph 8.6, subparagraph A2 (e) is deleted in its entirety and replaced with the following:

The requirement for a coin operated sanitary napkin dispenser in the women's toilet room has been waived. Lessor shall provide adequate waste containers for each water closet.

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Lessor Government

7. Paragraph 22 is ADDED to the lease:

22. <u>Existing Equipment:</u>

A used microwave and a used mini-refrigerator have been provided in the break room area for the Government's use and enjoyment. These items are accepted in "as-is" condition with no guarantee or warranty from Lessor. Upon the end of the useful life of the equipment, Lessor shall have no obligation to remove and/or replace this existing equipment.

All other terms and conditions of the Lease shall remain in force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Initials: _____ & _____
Lessor Government