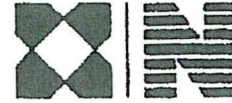


Newmark Grubb
Knight Frank



October 13, 2014

Mr. Doug Huberman
President
RVM Associates
445 S. Figueroa Street, 27th Floor
Los Angeles, CA 90071

Christopher D. Bask
445 S. Figueroa Street
33rd Floor
Los Angeles, California 90071
Telephone: 213 598 2225
Facsimile: 213 488 0819
www.nkfd.com
CA RE License #01355481

RE: 1900 LAKE TAHOE BLVD.
SOUTH LAKE TAHOE, CALIFORNIA

Dear Mr. Huberman:

In response to your Letter of Intent dated October 10, 2014, we are submitting the following counter offer to purchase the above referenced property.

1. **SELLER: AGREED.** William P. Floyd Family Limited Partnership, a California Limited Partnership
2. **BUYER: AGREED.** Anderio LLC
3. **PROPERTY: AGREED.** A 7,444 square foot Office Building located at 1900 Lake Tahoe Blvd., South Lake Tahoe, California.
4. **PRICE: AGREED.** One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000)
5. **DEPOSIT:** Concurrently with the opening of escrow, Buyer shall deposit Fifty Thousand Dollars (\$50,000.00) into escrow to the benefit of the Seller made payable to Commerce Escrow Company (c/o Dwayne Butler) and held in an interest bearing account in favor of the Buyer. Said deposit shall be refundable until expiration of the Contingency Period described below. If escrow is not terminated prior to the Contingency Period, Buyer shall deposit into escrow an additional Fifty Thousand Dollars (\$50,000.00) for a total deposit of One Hundred Thousand Dollars (\$100,000.00). Upon the Buyer's waiving of contingences, the escrow holder shall be immediately authorized without further written instructions to release Fifty Thousand Dollars (\$50,000) to the Seller which shall be non-refundable but applicable to the purchase price *subject to delivery of documents and verification of authority described by Commerce Escrow. DWT*
6. **ESCROW: AGREED.** Upon receipt of a copy of this letter countersigned by you, the Seller will prepare a Purchase and Sale Agreement and Escrow Instructions for signatures. Upon execution of the Purchase Agreement, a copy will be delivered to Commerce Escrow Company (c/o Dwayne Butler) which shall act as Escrow Agent. Escrow shall be deemed "open" when a copy of the Purchase Agreement executed by Buyer and Seller has been delivered to Escrow Agent.

Seller shall pay the premium for a CLTA Owner's standard coverage title insurance policy in the amount of the purchase price, documentary transfer tax and one-half (1/2) of escrow costs. Buyer shall pay the cost of recording the grant deed, any additional title insurance costs and one-half (1/2) of the escrow costs.

Property taxes, payments on bonds and assessments, owners' association dues and fees and charges of any service contracts being assumed by Buyer shall be prorated as of the close of escrow. Any other costs shall be paid by Buyer or Seller as is customary in Santa Clara County.

- Chicago ~~SAH~~ Ceb
7. **TITLE:** Buyer and Seller agree that title shall be held by ~~North American Title Company (c/o Debbie Kromant)~~.
8. **ESCROW CLOSE DATE:** Escrow shall close on or before December 31, 2014, but no sooner than December 23, 2014. Seller have the one (1) time right to extend the close of escrow by forty-five (45) days. The Seller must notify both the escrow holder and buyer in writing no more than fifteen (15) days prior to the scheduled close of escrow.
9. **CONTINGENCY PERIOD:** Seller shall grant Buyer Thirty (30) days from the mutual execution of the Purchase and Sale Agreement by both parties to conduct its due diligence. Seller shall provide Buyer will all third (3rd) party documents relating to the property in Seller's possession within five (5) days after mutual execution of the purchase and sale contract by both parties.

If the condition of the property is disapproved for any reason, Buyer shall notify Seller and Escrow Agent in writing prior to the expiration of the Contingency Period. In such event, the Purchase Agreement shall be terminated and Buyer shall be entitled to the return of its deposit. If the condition of the property is approved or if no notice of disapproval is received prior to the expiration of the Contingency Period, Buyer's deposit shall become nonrefundable subject to the terms of the Purchase Agreement.

10. **"AS IS":** AGREED. The Buyer will purchase the Property based upon and in reliance upon its own inspection and analysis of the condition of the Property. However, Seller shall disclose any defects to the property know to Seller.
11. **INDEMNITY:** AGREED. Buyer shall defend, indemnify, protect and hold Seller harmless relating to or arising from Buyer's inspection of the Property and improvements.
12. **REAL ESTATE BROKER:** AGREED. Buyers are exclusively represented by RVM Associates c/o Doug Huberman and Seller is represented by Newmark Grubb Knight Frank c/o Christopher Beck, Matt Dobson and Josh Levy.

It is impractical to attempt to set forth all of the relevant business terms and conditions that will be included in this letter counterproposal. However, this letter summarizes the material business terms upon which we would consider an offer to purchase the Property. Neither party intends to be bound by this letter or otherwise until we have executed the Purchase agreement. The above is intended to be an expression of the general business terms and condition upon which we are willing to proceed. Other essential terms will be the subject of further discussions.

The Purchase Agreement shall be prepared and agreed upon within 15 days from the execution of this Letter of Intent.

Doug Huberman
RE: 1900 Lake Tahoe Blvd.
October 13, 2014
Page 3 of 3

This is a non-binding counteroffer, only a mutually executed Purchase and Sale contract shall be deemed binding. This non-binding counteroffer shall expire if not accepted by 5:00 p.m. PST on Friday, October 17 2014.

On behalf of the Seller and Newmark Grubb Knight Frank, we look forward to your positive response.

Very truly yours,



Christopher Beck
Managing Director
CA RE License # #01407175

BUYER: _____

Name Printed: Anderlo LLC

By Doug Huberman
Authorized Agent

SELLER: _____



Name Printed: William P. Floyd Family Limited Partnership
A California Limited Partnership