

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-90124	DATE 5/24/2010	PAGE 1 of 2
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ADDRESS OF PREMISES  
4300 Westown Parkway, West Des Moines, Iowa 50266-1266

THIS AGREEMENT, made and entered into this date by and between

4300 Westown, LLC  
 Hurd Office, LLC  
 whose address is ~~12035~~ 12035 University Avenue  
 Suite #101  
 Clive, Iowa 50325

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 \_\_\_\_\_, as follows:

The word "effective" directly above was deleted prior to signature by either party.

1. The purpose of this Supplemental Lease Agreement is to clarify the tenant improvements that has been priced to build the \_\_\_\_\_ Space, the new rental based on the tenant improvements to be used, and to incorporate the agreed upon lump sum payment for security items.

2. In accordance with paragraph 5.3 of the Lease, the Government agrees the tenant improvement costs totaling \$758,627 are fair and reasonable. The \$758,627 costs were based on pricing documents/drawings submitted to the Government dated December 15, 2009 for mechanical and electrical as well as architectural documents/drawings dated December 30, 2009 and specifications dated December 2009. In addition, as part of the pricing a bid clarification dated January 8, 2010, addenda's Number's 1 (dated January 12, 2010), 2 (dated January 13, 2010), and 3 (dated January 24, 2010) were added and incorporated for the pricing. The mechanical and electrical construction documents were updated January 21, 2010 and incorporated into the pricing. All tenant improvements described above were incorporated for the pricing that was proposed to the Government on January 19, 2010 which totaled \$758,627. A notice to proceed was given via e-mail dated January 25, 2010 and followed up by a letter dated April 21, 2010.

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

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

LESSOR: 4300 Westown, LLC / Hurd Office, LLC	
SIGNATURE: <i>[Signature]</i>	NAME OF SIGNER: <i>[Signature]</i>
ADDRESS: 12035 University Ave, Suite 101, Clive, IA 50325	
IN THE PRESENCE OF (SIGNATURE): <i>[Signature]</i>	NAME OF SIGNER: Teri R Hoerner
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION	
SIGNATURE: <i>[Signature]</i>	NAME OF SIGNER: Brian K. Dunlay
	OFFICIAL TITLE OF SIGNER: Contracting Officer

3. In addition to the tenant improvements (TI's) described in paragraph 2 above, the Government has requested three changes one costing [REDACTED] for an additional 35 circuits, another costing an additional [REDACTED] for the upgrade to USG Eclipse Illusion ceiling tile, and a third costing [REDACTED] for 11 more access points and hook ups for furniture totaling [REDACTED] of additional tenant improvements for the build-out of the [REDACTED] space. The additional cost of \$22,165 to provide and install these items is considered fair and reasonable. The total TI costs that has been priced and to be used for the build-out of the [REDACTED] space is \$780,792. The Lessor's current schedule indicates the space will be ready for Government occupancy by June 1, 2010. Since the TI allowance in the Lease is more than \$780,792, the rental will be adjusted downward in accordance with other provisions of the lease.

Paragraph 28 of the lease is therefore amended as follows: The calculation of annual payments of tenant improvements over the firm term is as follows: \$780,792 @ 8% for 5 years is \$189,979.76 annually.

4. Paragraph 9 of the Lease is amended as follows: The Government shall pay the Lessor annual rent in accordance with the following schedule:

Year	Start	Operating	TI	Total Annual Rent	Rate per AFCA SF	Rate per SF	Monthly Rent
1-5	\$618,590.01	\$141,827.00	\$129,979.76	\$850,396.77	\$30.681995	\$27.828749	\$79,199.73
6-10	\$618,590.01	\$141,827.00	\$0	\$760,417.01	\$24.532809	\$22.025884	\$63,368.08

Rent is paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

4300 Westown, LLC  
Hurd Office, LLC  
12035 2035 University Avenue, Suite #101  
Clive, Iowa 50325

5. In addition, the Government has requested the Lessor provide and install the following security items for the Government:

[REDACTED]

The total cost of the above items is \$64,608 and will be paid in a lump sum amount by the Government. The above items to be provided are further described in the February 18, 2010 letter from Venter Spooner which references the Baker Group bid dated February 16, 2010. Payment for this work will become due (30) days after completion of the work, acceptance by the Government, and receipt of an acceptable invoice from the Lessor. An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration  
Finance Division  
P.O. Box 17181  
Fort Worth, Texas 76102-0181  
Telephone: (817) 334-2397

Copy To: Brian K. Dunlay  
Contracting Officer  
West Leasing Branch (6PRW)  
1500 East Bannister Road  
Kansas City, Missouri 64131-3088

A proper invoice must include:

- PDN Number at the top of invoice (PS0017241)
- Name of the Lessor as shown on the Lease
- Lease Contract Number, Supplemental Lease Agreement Number and building address.
- Description, price and quantity of property and services actually delivered or rendered.

Initials: [Signature] & [Signature]  
Lessor Gov't

Lease No. GS-06P-90124  
SLA Number 1