

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-06P-90004 DATE AUG 04 2010 PAGE 1 of 3
ADDRESS OF PREMISES
3712 Burlingame Road, Topeka, KS 66611-1299

THIS AGREEMENT, made and entered into this date by and between **FALGERS, INC.**

whose address is 3500 S. 29TH ST.
Lincoln, NE 68502-5123

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 July 1, 2010 as follows:

The purpose of this Supplemental Lease Agreement is to reconcile the effective date of the lease and the tenant improvement allowance associated with the initial buildout.

Under Paragraph 2 of the Lease, the following provision is deleted in its entirety and replaced with the following:

- "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 and continuing through June 30, 2025."

Under Paragraph 3 of the Lease, the following provision is deleted in its entirety and replaced with the following:

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

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
7/1/2010 - 6/30/2017	10,246	8,946	\$135,228.97	\$62,632.17	\$49,397.84	\$1,786.24	\$249,045.22
7/1/2017 - 6/30/2025	10,246	8,946	\$162,227.58	\$62,632.17	\$0.00	\$0.00	\$224,859.75

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and the General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Falgers, Inc.
3500 S. 29th St.
Lincoln, NE 68502-5123

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

LESSOR

SIGNATURE **FALGERS, INC.**

NAME OF SIGNER

JAMES G. Hrusik

ADDRESS

3500 S. 29, Lincoln, NE 68502

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

Dave Sanders

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Matthew W. Helmering

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

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Under Paragraph 9 of the Lease, the following provision is deleted in its entirety and replaced with the following:

- "9. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and is payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of tenant occupancy of the premises leased pursuant to the lease or the commencement date of the Lease.

In accordance with the Commission Credit described in paragraph 2.4 of the SFO, Jones Lang LaSalle has agreed to forego [REDACTED] of the Commission ("Commission Credit") which shall be credited to the shell portion of the annual rental payments due and owing. The shell portion shall be reduced to fully recapture this Commission Credit. The reduction of shell rent shall commence with the first month of rental payments and continue throughout the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1: First month payment of \$20,753.77 minus Commission Credit of [REDACTED] equals [REDACTED] **adjusted First Month's Rent.**

Month 2: Second month payment of \$20,753.77 minus Commission Credit of [REDACTED] equals [REDACTED] **adjusted Second Month's Rent."**

Under Paragraph 10 of the Lease, the following provision is deleted in its entirety and replaced with the following:

- "10. The total tenant finish costs are \$642,863.67 and includes initial tenant finish costs in the amount of \$605,171.85, Change Order #1 in the amount of \$22,878.01, Change Order #2 in the amount of \$210.83, Change Order #3 in the amount of \$3,394.73, Change Order #4 in the amount of \$215.00, and Change Order #5 in the amount of \$6,088.00, and Change Order #6 in the amount of \$4,905.25 (See attached Exhibit A). In accordance with SFO paragraph 3.2, Tenant Improvements Included in Offer, the Lessor agrees to provide a tenant improvement allowance in the amount of \$268,380.00 to be amortized over the firm term of the Lease (84 months) at 7.5%.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor in the remaining amount of \$374,483.67 in a one-time lump-sum payment.

An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration
Finance Division (7BCPL)
P.O. Box 17181
Ft. Worth, TX 76102-0181
Telephone (817) 334-2397

Copy To: General Services Administration
Matthew W. Helmering, Contracting Officer
Realty Services Division (6PRW)
1500 E. Bannister Road
Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0017201
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, supplemental lease agreement number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made."

Initials: gsh & mtw
Lessor Government

Sheet 2
GS-06P-90004
SLA #2

Under Paragraph 11 of the Lease, the following provision is deleted in its entirety and replaced with the following:

"11. Also included as part of the rental consideration is a building specific security amount of \$9,704.71 to be amortized over the firm term of the Lease (84 months) at 7.5%."

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

Initials:  & 
Lessor Government

Sheet 2
GS-06P-90004
SLA #2