

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-06P-90129	DATE 11/22/11	PAGE 1 of 3
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ADDRESS OF PREMISES  
**3031 South Fort Avenue, Springfield, MO 65807-4311**

**THIS AGREEMENT, made and entered into this date by and between Karchmer, Inc.**

whose address is **3041 South Kimbrough Avenue, Suite 106  
Springfield, MO 65807-5100**

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 the date of lease commencement, rental amount, total tenant improvement and lump sum costs expended, tenant improvement amortization calculation, provide lump sum payment instructions, and update Broker Commission and Commission Credit amounts.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective November 1, 2011, as follows:

1. Paragraph 2 of the Lease is hereby 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 **November 1, 2011** and continuing to **October 31, 2026**, subject to termination and renewal rights as may be hereinafter set forth."
2. Paragraph 3 of the Lease, as amended in SLA1, is hereby deleted in its entirety and replaced with the following:  
 "3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
November 1, 2011 - October 31, 2016	\$ 272,826.00	\$ 68,342.00	\$ 48,661.11	\$ 389,829.11	\$ 32,319.09
November 1, 2016 - October 31, 2021	\$ 314,184.74	\$ 68,342.00	\$ 48,661.11	\$ 431,187.85	\$ 35,932.32
November 1, 2021 - October 31, 2026	\$ 192,090.00	\$ 68,342.00	-	\$ 260,432.00	\$ 21,702.67

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

**KARCHMER, INC.  
3041 S. KIMBROUGH AVE., SUITE 106  
SPRINGFIELD, MO 65807-5100**

(See pages 2 and 3 attached hereto and made a part hereof.)

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

**LESSOR: Karchmer, Inc.**

SIGNATURE 	NAME OF SIGNER Theda A. Caplan
ADDRESS 402. Piazza San Michele, Palm Desert, CA 92260	NAME OF SIGNER Paula J. Caplan
	GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION
	NAME OF SIGNER Marsha Green, CCIM OFFICIAL TITLE OF SIGNER Lease Contracting Officer

3. Paragraph 8 of the Lease, as amended in SLA1, is hereby deleted in its entirety and replaced with the following:

"8. The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvement is \$662,595.41 including the original approved amount in the Notice to Proceed dated June 16, 2011 of \$658,967.00 and the approved change orders as itemized in the table below. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

NTP 6.18.11 \$658,967.00	\$	
CO 1 (PR 4) CO2 (PR:6) \$172.42 and \$130.00 credit = \$42.42	\$	
CO 3 (PR 7) receptacles and com outlets	\$	
CO 4 (PR8) increasing CFM to room 140 \$400.55 and CO 5 PR 10 power to room 125 \$861.78	\$	
CO 6 pull strings/data drops and conduit	\$	
CO 7 - manual override to light sensor	\$	
CO 8 - 40 additional keys	\$	
<b>Total Change Orders and NTP</b>	<b>\$</b>	<b>662,595.41</b>

The total tenant improvement costs of \$662,595.41 shall be paid as follows:

\$466,511.10 shall be amortized for a period of 10 years/120 months at zero percent (0.00%) interest rate for a total annual payment of \$46,651.11, paid monthly in arrears in the amount of \$3,887.60 and is included in the total monthly rent as stated in Paragraph 2 above.

The remaining balance in the amount of \$196,084.31 shall be paid by a lump-sum-payment as follows:

- GSA procedures require invoice(s) to contain a Pegasys Document Number (PDN). The PDN for this transaction is: PS0022026. Please ensure this number is included on ALL invoice(s) submitted to the finance center listed below.
- If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.
- Please submit invoices electronically to [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors or Lessor's unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the GSA Contracting Officer. The invoice(s) should be mailed to the following address:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102"

INITIALS: Joe M  
Lessor Government

Lease No. GS-06P-90129  
SLA No. 2

1. Paragraph 19 of the Lease, as amended in SLA1, is hereby deleted in its entirety and replaced with the following:

"19. In accordance with SFO paragraph 2.5, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and CBRE have agreed to a 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 payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the rental payment due allowing the Government to fully recapture the Commission Credit. The reduction in shell rent of [REDACTED] monthly shall occur for months 1 through 3 commencing with the effective date of the Lease as follows:

Month 1 rental payment of \$32,318.31 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Month 2 rental payment of \$32,318.31 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Month 3 rental payment of \$32,318.31 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Month 4 rental payment of \$32,318.31 shall commence in full in accordance with Paragraph 2 above."

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

INITIALS:

Joan [Signature]  
Lessor Government

Lease No. GS-06P-90129  
SLA No. 2