

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-90043	DATE APR 13 2009	PAGE 1 of 3
ADDRESS OF PREMISES Williamsburg Village, SWC of 40 th and Old Cheney Road, Lincoln, NE 68516			

THIS AGREEMENT made and entered into this date by and between R/JL Development North, Ltd.

whose address is:

1660 S. 70th Street, Suite 203
Lincoln, NE 68506

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 February 25, 2009 as follows:

Paragraph 1 is hereby amended to establish the lease effective date as follows:


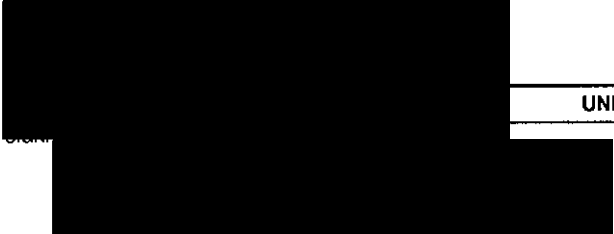
1. The Lessor hereby leases to the Government the following described premises:

A total of **61,906** rentable square feet (RSF), consisting of **58,173** ANSI/BOMA Office Area square feet (USF) of office and related space located at **Williamsburg Village, Southwest Corner of 40th and Old Cheney Road, Lincoln, Nebraska 68516**, to be used for **SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.**

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

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

OWNER

SIGNATURE 	NAME OF SIGNER Robert E. Caldwell II
	TITLE OF SIGNER President/CEO
UNITED STATES OF AMERICA	
	NAME OF SIGNER Chris Bolinger
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Paragraph 3 is hereby amended to establish rental payments as follows:

3. Upon signed acceptance of the leased premises by the Government, rent shall be paid in accordance with Clause Number 23, entitled "Prompt Payment", in GSA Form 3517B, General Clauses, at the rate of:

January 1, 2010 through December 31, 2019

	Rate/RSF	Rate/USF	Total Annual	Total Monthly
Shell	\$16.5000000	\$17.5588159	\$1,021,449.0000000	\$ 85,120.7500000
TI's	\$ 4.4814382	\$ 4.7690150	\$ 277,427.9121105	\$ 23,118.9926759
Parking Total	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000
Base Rent	\$20.9814382	\$22.3278310	\$1,298,876.9121105	\$108,239.7426759
Oper Rent	\$ 3.6500000	\$ 3.8842229	\$ 225,956.9000000	\$ 18,829.7416667
Total Rent	\$24.6314382	\$26.2120539	\$1,524,833.8121105	\$127,069.4843425

January 1, 2020 through December 31, 2024

	Rate/RSF	Rate/USF	Total Annual	Total Monthly
Shell	\$22.0200000	\$23.4330380	\$1,363,170.1200000	\$ 113,597.5100000
TI's	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000
Parking Total	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000
Base Rent	\$22.0200000	\$23.4330380	\$1,363,170.1200000	\$ 113,597.5100000
Oper Rent	\$ 3.6500000	\$ 3.8842229	\$ 225,956.9000000	\$ 18,829.7416667
Total Rent	\$25.6700000	\$27.3172609	\$1,589,127.0200000	\$132,427.2516667

*These rates exclude CPI escalations, in accordance with Paragraph 3.6 of SFO No. 8NE2026.

*These rates exclude future tax adjustments, in accordance with Paragraph 3.4 of SFO No. 8NE2026.

Paragraph 11 is hereby amended to establish the Common Area Factor as follows:



11. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 1.0641707 (58,173 usable square feet multiplied by 1.0641707 equals 61,906 rentable square feet of space).

Paragraph 12 is hereby amended to establish the Tenant Improvement Allowance as follows:

12. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.10 (Tenant Improvement Rental Adjustment) the Lessor will fund a Tenant Improvement Allowance of \$35.00 per useable square foot based on 58,173 usable square feet, or \$2,036,055.00 for tenant improvement costs. The Lessor agrees to amortize the tenant improvement costs at a rate of six and one half (6.5%) percent over the ten (10) year firm term period of this lease contract, which results in an annual amortized tenant improvement rate of \$277,427.9121105, or \$4.7690150 per ANSI/BOMA Office Area Usable square foot, \$4.4814382 per rentable square foot. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above.

If the entire tenant improvement allowance, as noted herein above, is not used, the Government will adjust the rental rate downward to offset the difference in the T.I. If additional useable square feet are acquired at any time during this lease, the Lessor agrees to fund the tenant improvement cost of that space at the same rate.

The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance, may use all or part of the Tenant Improvement Allowance, or may elect to make a one-time lump-sum payment for costs in excess of the allowance. The Government may return to the Lessor any unused or Lump Sum payment of the Tenant Improvement Allowance in exchange for the Government's choice of free rent or a decrease in rent according to the amortization rate over the firm term. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to reduce the Tenant Improvement requirements, amortize the additional costs, or pay Lump sum for the overage upon completion and acceptance of the improvements.

Initials:  & 
Lessor Government

A Supplemental Lease Agreement (SLA) will be executed and the rent schedule revised once the Tenant Improvement Costs have been negotiated and approved. This SLA will give total annual dollars which includes shell rent, operating costs and tenant improvement amortization.

Paragraph 13 is hereby amended to establish the Operating Costs Base as follows:

13. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.6 (Operating Costs Base), Operating Costs are established as \$225,956.90 per annum, or \$3.8842229 per BOMA office area square foot, \$3.6500000 per rentable square foot. The rent is subject to annual operating cost adjustments in accordance with Section 3.7 (A through E) of Solicitation for Offers No. 8NE2026.

Paragraph 14 is hereby amended to establish the Building Shell Requirements as follows:

14. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.8 (Building Shell Requirements), the shell rent rate is established as \$1,021,449.00 per annum, or \$17.5588159 per USF, \$16.5000000 per RSF for years 1 through 10. The lessor agrees to charge a shell rent rate of \$1,363,170.1200000, or \$23.4330380 per usable square foot, \$22.0200000 per rentable square foot for years 11 through 15.

Paragraph 16 is hereby amended to establish the Broker Commission and Commission Credit as follows:

16. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.13. Broker Commission and Commission Credit, the Lessor and Broker have agreed to a cooperating lease commission of [redacted] of the aggregate lease value for the ten (10) year firm term of the lease, or [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" 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 Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Total Commission: [redacted] of gross rent over the firm term, or [redacted]
GSA Credit: [redacted] X [redacted] = [redacted]
Broker: [redacted] - [redacted] = [redacted]

Broker shall be paid directly by Lessor, [redacted] of the Total Broker's Commission of [redacted] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is [redacted] (the "Commission Credit") which shall not be paid to Broker, but shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate.

Notwithstanding Paragraph 3 of this Standard Form 2, the rental 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 Month's Rental Payment \$127,069.4843425 (including \$85,120.7500000 shell rental rate) minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's rent.

Second Month's Rental \$127,069.4843425 (including \$85,120.7500000 shell rental rate) minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's rent.

Paragraph 17 is hereby amended to establish the Tax Adjustment as follows:

17. In accordance with SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.3 (Tax Adjustment), the percentage of Government occupancy is established as 100% (based on Government occupancy of 61,906 rentable square feet and total building area of 58,173 rentable square feet). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum BOMA office area square feet stated in the SOLICITATION FOR OFFERS 8NE2026, and in accordance with GSAF 3517, GENERAL CLAUSES.

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