

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-06P-90044	DATE OCT 04 2010	PAGE 1 of 2
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ADDRESS OF PREMISES 17310 WRIGHT STREET, OMAHA, NE 68130-2406

THIS AGREEMENT, made and entered into this date by and between Legacy 176, LLC

whose address is 1717 Burt Street
Suite 102
Omaha, NE 68154-1500

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 SLA#2 will start base rent for the leased space prior to the completion of the Tenant Improvement built-out and prior Government accepting the space and taking occupancy. Base rent shall be calculated as Shell and Base Cost of Services, as defined in Paragraph 3 of the Lease, less the Adjustment for Vacant Premises, as defined by Paragraph 13 of the Lease.

Said Lease is amended as follows:

1. Paragraph 2 of Lease #GS-06P-90044 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 October 1, 2010 through September 30, 2020. The Government may terminate this lease in whole or in part anytime after September 30, 2015 by giving no less than ninety (90) days written notice to the Lessor. No rent shall accrue after the effective date of termination, and said notice shall be computed commencing with the day after the day of mailing.

The Tenant Improvement Allowance amortized into the rent will be amortized over fifty-three (53) months beginning May 1, 2011. This assumes that the space will be available for Government occupancy by May 1, 2011. Rent will be adjusted through an additional SLA should this occupancy date change.

(continued on page 2)

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

LESSOR Legacy 176, LLC

SIGNATURE	[REDACTED]	NAME OF SIGNER	DAVID L. UNDERWOOD
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ADDRESS	11717 BURT ST. #102	OMAHA, NEBRASKA	68154
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SIGNATURE	[REDACTED]	NAME OF SIGNER	Pam Michalek
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ADDRESS	[REDACTED]		
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UNITED STATES OF AMERICA			
SIGNATURE	[REDACTED]	NAME OF SIGNER	Kory Hochler, Contracting Officer

Paragraph 3 of Lease #GS-06P-90044 is 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:

Effective on October 1, 2010 rent shall follow for 8,412 rentable square feet, 7,380 ANSI/BOMA. Rent for the period beginning October 1, 2010 through April 30, 2011 shall be reduced by the Adjustment for Vacant Premises as defined by Paragraph 13 of the lease, or \$2.39/USF.

Dates	Shell	Base Cost of Services	Tenant Improvement Allowance	Less: Adjustment for Vacant Premises	Total Annual Rent	Total Monthly Rent
October 1, 2010 through April 30, 2011	\$ 142,415.16	\$ 35,200.32	\$ -	\$ (17,638.20)	\$ 159,977.28	\$ 13,331.44
May 1, 2011 through September 30, 2015	\$ 142,415.16	\$ 35,200.32	\$ 82,519.16	\$ -	\$ 260,134.64	\$ 21,677.89
October 1, 2015 through September 30, 2020	\$ 185,232.24	\$ 35,200.32	\$ -	\$ -	\$ 220,432.56	\$ 18,369.38

The preceding rent schedule assumes Government acceptance of space on May 1, 2011 and amortizes the full Tenant Improvement allowance of \$306,180.04 at 8% for the remaining 53 months of the firm term.

Actual acceptance of space and a final rental schedule will be established through an additional Supplemental Lease Agreement (SLA).

3. Paragraph 9 of Lease #GS-06P-90044 is deleted in its entirety and replaced with the following:

9. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL 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 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 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The Lessor has already paid [REDACTED] of this commission, and the balance will be invoiced when the government takes occupancy. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit.

The reduction in shell rent shall commence with the first month after the Government takes occupancy of the space. Reduced rental payments will continue until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
October 1, 2010 through April 30, 2011	\$ 13,331.44	\$ 11,867.93	\$ -	\$ 13,331.44
May 1, 2011 through May 31, 2011	\$ 21,677.89	\$ 11,867.93	\$ [REDACTED]	\$ [REDACTED]
June 1, 2011 through June 30, 2011	\$ 21,677.89	\$ 11,867.93	\$ [REDACTED]	\$ [REDACTED]
July 1, 2011 through September 30, 2015	\$ 21,677.89	\$ 11,867.93	\$ -	\$ 21,677.89

The preceding rent schedule assumes Government acceptance of space on May 1, 2011. Actual acceptance of space and a final rental schedule will be established through an additional Supplemental Lease Agreement (SLA).