

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-06P-90044	DATE 6 JUN 11	PAGE 1 OF 4
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ADDRESS OF PREMISES  
17310 Wright Street, Omaha, Nebraska 68130-2406

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

whose address is 11717 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 the said lease is amended effective May 1, 2011 as follows:

The purpose of Supplemental Lease Agreement (SLA) Number four (4) is to reconcile the effective date of rent commencement, reconcile the tenant improvement cost and adjust rental accordingly for occupancy.

1. In accordance with paragraph one (1) of SLA number two (2), paragraph two (2) of the lease is:  
  
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.

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

**LESSOR**

SIGNATURE <i>LEGACY 176 LLC</i>	NAME OF SIGNER <i>DAVID L. UNDERWOOD</i>
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ADDRESS <i>17310 WRIGHT ST</i>	NAME OF SIGNER <i>MANAGING MEMBER OF LEGACY 176 LLC</i>
<i>OMAHA, NE. 68130</i>	

**UNITED STATES OF AMERICA**

SIGNATURE	NAME OF SIGNER <i>Sheri DeMartino</i>
	OFFICIAL TITLE OF SIGNER <i>Lease Contracting Officer</i>

2. In accordance with paragraph two (2) of SLA number two (2), paragraph three (3) of the lease is:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Effective 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.

<i>Dates</i>	<i>Shell</i>	<i>Base Cost of Services</i>	<i>Tenant Improvement Allowance</i>	<i>Less: Adjustment for Vacant Premises</i>	<i>Total Annual Rent</i>	<i>Total Monthly Rent</i>
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 is calculated based on the 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.

All Operating rent in this SLA exclude CPI adjustments to date.

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3. In accordance with paragraph three (3) of SLA number two (2), paragraph nine (9) of the lease is::

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 is based on Government acceptance of space on May 1, 2011.

4. In separate correspondence dated January 11, 2011, the Government issued a Notice to Proceed for Tenant Improvements of \$362,920.00. Additionally, the Government approved two Change Orders in the amount of \$7,690.00 which are detailed below, therefore bringing the total for Tenant Improvements to \$370,610.00

Approved Change Orders

No.	Approval Date	Description	Amount
1	2.10.11	Material upcharge for new wire mesh spec going from 9ga flattened to 9ga standard 3/4" x 3/4" mesh	[REDACTED]
2	4.6.11	Added exhaust fan, upgraded cover plates on light switch and outlets	[REDACTED]
<b>Total</b>			\$7,690.00

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Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$7,690.00, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance office at the following address:

GSA Office of Finance  
P.O. Box 17181  
Ft. Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Public Building Services  
Attn: Katherine Swan  
1500 E. Bannister Road 6PR  
Kansas City, MO 64131

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of Lessor as shown on the lease
- Lease contract number and building address
- Description, price and quantity of items delivered
- **GSA PDN# PS0019371**

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign the invoice.

5. The Lessor hereby waives restoration as a result of all improvements.

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

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