

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-06P-80005	DATE JUL 12 2010	PAGE 1 of 2
ADDRESS OF PREMISES 220 W. Ridgeway Avenue, Waterloo, Iowa			

THIS AGREEMENT, made and entered into this date by and between

whose address is MATCO Holdings of Iowa, L.L.C.
220 W. Ridgeway Avenue
Waterloo, IA 50701-4236

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 _____, as follows:

The word "effective" directly above was deleted prior to signature by either party.

1. The purpose of this SLA is to reconcile the Tenant Improvement (TI) construction costs for the project, establish the effective date and term of the lease, document the rent to include the revised TI construction costs for the project, and the amortization schedule.

The Lessor will be responsible to provide, install, and maintain all build-out for the project as per the fully serviced requirements shown in the contract. The final TI constructions costs for this project are \$634,373 of which the Lessor agrees to pay \$50,026 in shell costs = \$574,347 less the \$138,647.76 that will be amortized = \$435,699.24 that will be paid to the Lessor lump sum upon receipt, inspection, and acceptance by the Government, and after properly invoiced by the Lessor as instructed below.

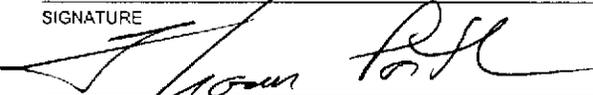
2. Paragraph 2 of the lease is deleted and replaced with the following: TO HAVE AND HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 through June 30, 2020.

3. Paragraph 4 of the lease is deleted and replaced with the following: The Government may terminate this lease at any time in whole or part on or after June 30, 2015 by giving at least 90 days' written notice to the Lessor, and no rental shall accrue after the effective date of the termination.

4. In accordance with SFO paragraph 3.4 Tax Adjustment the tax escalation base is established at \$18,008.44 and the base year is hereby established as July 1, 2010.

(continued on Page 2)

LESSOR: MATCO Holdings of Iowa, L.L.C.

SIGNATURE 	NAME OF SIGNER Thomas Torth
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ADDRESS 220 West Ridgeway Ave	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER MARK FLANSCATT

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE 	NAME OF SIGNER Patrick G. Walsh
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

5. Paragraph 3 of the lease is deleted and replaced with the following: The Government shall pay the Lessor rent as follows: The below rent includes \$138,647.76 TI amortized at 5% over 60 months.

Months	Annualized			Total Annual Rent	Total Monthly Rent
	Shell	Operating	Tenant Improvement Allowance		
1-60	\$70,949.85	\$27,186.46	\$31,397.45	\$129,533.76	\$10,794.48
61-120	\$79,472.16	\$27,186.46	0	\$106,658.62	\$8,888.22

Payment for **all lump sum items** shall become due thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor.

The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Payments Division (7BCP)
 P.O. Box 17181
 Ft. Worth, TX 76102
 Telephone: (817)334-2397

A **copy** of the invoice must be provided to the Realty Specialist

General Services Administration
 Patrick Walsh
 East Leasing Services Branch (6PRE)
 Real Estate Acquisition Division
 1500 East Bannister Road
 Kansas City, MO 64131-3088
 Fax: 816-926-8307

A proper invoice must include:

- Invoice date
- Name of the Lessor exactly as shown on the lease
- **GSA PDN #PS0016246 noted at the top of the invoice**
- Remit to address as follows:
 MATCO Holdings of Iowa, L.L.C.
 c/o Thomas Porth
 220 W. Ridgeway Avenue
 Waterloo, IA 50701-4236
- Lease Contract number, and building address
- Supplemental Lease Agreement number
- Description, price and quantity of property and services actually delivered and 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:  & 
 Lessor Government

Lease No. GS-06P-80005
 SLA No. 2