

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-90004	DATE MAY 11 2010	PAGE 1 of 4
ADDRESS OF PREMISES 3712 Burlingame Road, Topeka, KS 66611-1299			

**THIS AGREEMENT**, made and entered into this date by and between **FALGERS, INC.**

whose address is 3500 S. 29<sup>TH</sup> ST.  
Lincoln, NE 68502-5123

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:

*Under Paragraph 1 of the Lease, the following provision is deleted in its entirety and replaced with the following:*

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

10,246 rentable square feet of office and related space which yields 8,946 ANSI/BOMA office area square feet. The leased property is located at 3712 Burlingame Road, Suite A, Topeka, KS 66611-1299. Such real property described herein shall be hereinafter collectively referred to as the "Leased Premises" (as described in Exhibit A attached hereto). Parking for two (2) surface, reserved spaces for Government use only, and fifty two (52) surface parking spaces available for Government use shall be included in the rent rate at no additional charge to the Government.

Said premises to be used for such purposes as determined by the General Services Administration."

*Under Paragraph 3 of the Lease, the following provision is deleted in its entirety and replaced with the following:*

"3. The Government shall pay the Lessor annual rent as follows:

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Years 1 - 7	10,246	8,946	\$135,228.97	\$62,632.17	\$49,397.84	\$1,786.24	\$249,045.22
Years 8-15	10,246	8,946	\$162,227.58	\$62,632.17	\$0.00	\$0.00	\$224,859.75

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

Falgers, Inc.  
3500 S. 29<sup>th</sup> St.  
Lincoln, NE 68502-5123"

(See attached sheets 2, 3, and Exhibit A)

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

<b>LESSOR</b>	
SIGNATURE <i>James G. Hruska</i>	NAME OF SIGNER JAMES G. HRUSKA
ADDRESS 3500 S 29, LINCOLN, NE 68502	
<b>UNITED STATES OF AMERICA</b>	
IN THE PRESENCE OF (SIGNATURE) <i>Lori Toren</i>	NAME OF SIGNER LORI TOREN
SIGNATURE <i>Matthew W. Helmering</i>	NAME OF SIGNER Matthew W. Helmering
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Under Paragraph 4 of the Lease, the following provision is deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease, in whole or in part, after the firm term of seven (7) years on ninety (90) days' written notice to the Lessor. Said notice shall be computed with the day after the post-marked mailing date."

Under Paragraph 9 of the Lease, the following provision is deleted in its entirety and replaced with the following:

"9. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle 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 is payable (i) one-half (1/2) when the lease is awarded and (ii) one-half (1/2) upon the earlier of tenant occupancy of the premises leased pursuant to the lease or the commencement date of the Lease.

In accordance with the Commission Credit described in paragraph 2.4 of the SFO, Jones Lang LaSalle has agreed to forego [redacted] of the Commission ("Commission Credit") which shall be credited to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction of shell rent shall commence with the first month of rental payments and shall continue until the credit has been fully recaptured.

The actual Commission and Commission Credit shall be reconciled and adjusted accordingly upon occupancy."

Under Paragraph 10 of the Lease, the following provision is deleted in its entirety and replaced with the following:

"10. The total tenant finish costs are \$605,171.85 and include only initial tenant finish costs and no change orders to date. In accordance with SFO paragraph 3.2, *Tenant Improvements Included in Offer*, the Lessor agrees to provide a tenant improvement allowance in the amount of \$268,380.00 to be amortized over the firm term of the Lease (84 months) at 7.5%.

Upon completion, inspection, and acceptance of the work by the Contracting Officer and submission of a proper invoice, the Government agrees to compensate the Lessor in the remaining amount of \$336,791.85 in a one-time lump-sum payment.

An invoice for payment must be submitted as follows:

Original Invoice: General Services Administration  
Finance Division (7BCPL)  
P.O. Box 17181  
Ft. Worth, TX 76102-0181  
Telephone (817) 334-2397

Copy To: General Services Administration  
Matthew W. Helmering, Contracting Officer  
Realty Services Division (6PRW)  
1500 E. Bannister Road  
Kansas City, MO 64131-3088

Initials:  &   
Lessor Government

Sheet 2  
GS-06P-90004  
SLA #1

A proper invoice must include:

- PDN # PS0017201
- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, supplemental lease agreement number and building address
- Description, price, and quantity of property and services actually delivered or 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.

In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly."

*Under Paragraph 11 of the Lease, the following provision is deleted in its entirety and replaced with the following:*

"11. Also included as part of the rental consideration is a building specific security amount of \$9,704.71 to be amortized over the firm term of the Lease (84 months) at 7.5%. This amount will be adjusted based on actual costs of Building Specific Security and shall be reconciled and rent adjusted accordingly."

*Under Paragraph 12 of the Lease, the following provision is deleted in its entirety and replaced with the following:*

"12. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the Government occupancy is established as 16.15% (10,246 RSF/ 63,425 RSF)."

*Under Paragraph 13 of the Lease, the following provision is deleted in its entirety and replaced with the following:*

"13. In accordance with SFO paragraph 4.3, *Operating Costs*, the base cost of services is established as \$62,632.17 per annum."

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

Initials: J. H. A. & [Signature]  
Lessor Government