

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-06P-70090	DATE 21 Mar 11	PAGE 1 of 3
ADDRESS OF PREMISES 308 N. Locust Street, Grand Island, NE 68801-5969			

THIS AGREEMENT, made and entered into this date by and between **DOWNTOWN CENTER, LLC**

whose address is 308 N. Locust Street
Grand Island, Nebraska 68801-5969

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 upon execution by the Government as follows:

- Paragraph 2 of the Lease is revised as follows:
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 1st, 2011 through February 28th, 2026 subject to termination provision as is hereinafter stated."
- Paragraph 4 of the Lease is revised as follows:
"4. The Government may terminate this Lease in whole or in part at any time after February 28th, 2021 by giving at least sixty (60) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."
- The Government shall pay the Lessor annual rent payable monthly in arrears at the same rate as stated in the Lease dated August 12th, 2008:

TERM	SHELL	BASE COST OF SERVICES	TENANT IMPROVEMENTS	ANNUAL RENT
Mar. 1, 2011 thru Feb. 28, 2021	\$14.95 rsf	\$3.56 rsf	\$4.75838 rsf	\$64,337.07
Mar. 1, 2021 thru Feb. 28, 2026	\$16.37 rsf	\$3.56 rsf	\$0.00	\$56,101.85

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 7NE2002. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Downtown Center, LLC
308 N. Locust Street
Grand Island, NE 68801-5969

- CONTINUED ON PAGE 2 -

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

LESSOR	
SIGNATURE <i>[Signature]</i> Downtown Center, LLC by Gordon Glade manager	NAME OF SIGNER Downtown Center, LLC, By Gordon Glade
ADDRESS 308 N. Locust St. Grand Island, NE 68801	
IN THE PRESENCE OF (SIGNATURE) <i>[Signature]</i> Shelley Church	NAME OF SIGNER Shelley Church
UNITED STATES OF AMERICA	
SIGNATURE <i>[Signature]</i> Sheri DeMartino	NAME OF SIGNER Sheri DeMartino
	OFFICIAL TITLE OF SIGNER Contracting Officer

4. The Lessor agrees to perform the approved change orders below. Work shall be completed during normal business hours of 7:00 a.m. to 5:00 p.m. All changes shall be completed prior to occupancy. The Lessor shall furnish all parts, tools, labor, equipment, and materials required to perform the entire job. All work shall be accomplished in accordance with local code and in accordance with the best practices of the trade and in a manner acceptable to the Government. All electrical alterations shall be done in accordance with local codes.

Change Order Number 11 – Install extra phone/data electrical in Rooms 3, 4 and 8:

The Government hereby accepts the Lessor's proposal dated July 1, 2010, for a lump sum payment in the amount of \$745.00.

Change Order Number 12 – Surface mounted electric Room 14 (RFI 7):

The Government hereby accepts the Lessor's proposal dated July 27, 2010, for [REDACTED]

5. Upon completion, inspection, and acceptance of the tenant improvements by the Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in a lump payment in the amount of \$745.00.

The **original** invoice is to be sent to:

GSA Finance Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102-0181

A copy of the invoice is to be sent to:

GSA, Realty Services Division (6PRW)
Attn: Katherine Swan
1500 E. Bannister Road, Room 2211
Kansas City, Missouri 64131-3088

The invoice must include:

- **PDN # PS0016602**
- Name of the Lessor as shown on the Lease and invoice date
- Lease Contract number, building address, and a description, price, and quantity of the items delivered.

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

6. In accordance with Paragraph 1.13 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley 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 1.13, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows.

The shell rental portion of the annual rental payments [REDACTED] due and owing 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 throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Initials	
Govt SD	Lessor [Signature]

Lease No. GS-06P-70090
SLA No. 4

Month 1: \$5,361.42 minus prorated Commission Credit of \$ [REDACTED] adjusted First Month's Rent

Month 2: \$5,361.42 minus prorated Commission Credit of [REDACTED] adjusted Second Month's Rent

Month 3: \$5,361.42 minus prorated Commission Credit of [REDACTED] adjusted Third Month's Rent

Month 4: \$5,361.42 minus prorated Commission Credit of [REDACTED] adjusted Fourth Month's Rent

Month 5: \$5,361.42 minus prorated Commission Credit of [REDACTED] adjusted Fifth Month's Rent

7. All existing terms and conditions of the subject lease shall remain in full force and affect.

- END OF SLA #4 -

Initials	
Gov't SD	Lessee <i>[Signature]</i>

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SLA No. 4