

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO GS-06P- 80049	DATE APR 19 2010	PAGE 1 of 2
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ADDRESS OF PREMISES
3920 Division Street, Burlington, Iowa 52601

THIS AGREEMENT, made and entered into this date by and between **VerMaas and Sons, LLC**

whose address is VerMaas and Sons LLC
3820 VerMaas Place
Lincoln, NE 68502

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish date of occupancy.

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. 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 April 1, 2010, through March 31, 2020."

2. Paragraph 3 of the lease is deleted and replaced with the following table:

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
1-3	\$ 123,577.90	\$ 23,947.22	\$40,089.24	\$187,614.36	\$
4-84	\$ 123,577.90	\$ 23,947.22	\$40,089.24	\$ 187,614.36	\$15,634.53
85-120	\$ 136,383.90	\$ 23,947.22	\$ -	\$ 160,331.12	\$13,360.93

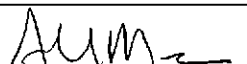
Note – First, Second, and Third Month's Monthly Rent is minus the prorated Commission Credit of

Rent checks shall be made payable to:

VerMaas and Sons, LLC
3820 VerMaas Place
LINCOLN, NE 68516

(Continued on Page 2)


LESSOR: VerMaas and Sons, LLC

SIGNATURE 	NAME OF SIGNER Gary VerMaas
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ADDRESS
3820 VerMaas Place Lincoln NE 68502

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER PENNY HODGINS
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UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

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

3. Paragraph 4 of the lease is deleted and replaced with the following:

"The Government may terminate this lease in whole or part after March 31, 2017, by giving 90 days' notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4. Paragraph 7 of the lease is deleted and replaced with the following:

"The Tenant Improvement (TI) allowance for this project is \$214,341.34. The actual TI costs for the project totaled \$242,580.92 leaving a balance of \$28,239.58 which will be funded by lump sum payment when properly invoiced by the Lessor as explained below. As a result of this reduction, the rent includes a TI allowance of \$214,341.34 that will be amortized through the rent over the firm term of the Lease (84 months) at a rate of 8.00%, as reflected in the table above.

5. Paragraph 9 of the lease is deleted and replaced with the following:

"In accordance with SFO paragraph 3.7 *Operating Costs Base*, the escalation base is established as \$23,947.22 and the base year is hereby established as April 1, 2010."

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

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
Real Estate Acquisition Division (6PRE)
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 #PS0017136 noted at the top of the invoice**
- Remit to address as follows:

VerMaas and Sons LLC
3820 VerMaas Plaza
Lincoln, NE 68502
- 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: GV & JR
Lessor Government

Lease No. GS-06P-80049
SLA No. 1