

SUPPLEMENTAL LEASE AGREEMENT

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|---------------------------------------|-----------------------------|-------------------|----------------|
| SUPPLEMENTAL LEASE AGREEMENT NO. 1 | TO LEASE NO GS-06P-01031 | DATE 27 Feb 12 | PAGE 1 of 3 |
|---------------------------------------|-----------------------------|-------------------|----------------|

ADDRESS OF PREMISES
Johnson Building, 214 West Highway 20, Valentine, NE 69201-2005

THIS AGREEMENT, made and entered into this date by and between **George P. Johnson**

whose address is



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 December 21, 2011, follows:

1. Paragraph 1 of the lease is deleted in its entirety and replaced with the following:

The Lessor hereby leases to the Government the following described premises:

6,106 rentable square feet (RSF) of office, warehouse, and related space, which yields 5,724 ANSI/BOMA Office Area square feet (USF), at the Johnson Building, 214 West Highway 20, Valentine, NE 69201-2005, as indicated on the attached Floor Plan marked Attachment 1. This space is comprised of 5,573 RSF (5,224 USF) of office and related space and 533 RSF (500 USF) of warehouse space.

An additional 128 RSF (120 USF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost adjustments) is also provided, for a total of 6,234 RSF (5,844 USF) under lease at this location.

A total of 21 non-reserved surface parking spaces are also provided at no cost to be used for such purposes as determined by the General Services Administration. The 21 non-reserved surface parking spaces are located on site as indicated on the attached Site Plan marked Attachment 2. In addition, 4 structured parking spaces are to be used for such purposes as determined by the General Services Administration. The 4 structured parking spaces shall contain 1,200 square feet.

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

(Pages 2 and 3 and Attachments 1 and 2 are attached hereto and made a part hereof.)

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

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

LESSOR: George P. Johnson

| | |
|---------------|-------------------------------------|
| SIGNATURE | NAME OF SIGNER George P. Johnson |
|---------------|-------------------------------------|

ADDRESS

| | |
|------------------------------------|------------------------------------|
| IN THE PRESENCE OF (SIGNATURE) | NAME OF SIGNER Karen K. Johnson |
|------------------------------------|------------------------------------|

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

| | |
|---------------|---|
| SIGNATURE | NAME OF SIGNER Sheri DeMartino |
| | OFFICIAL TITLE OF SIGNER Lease Contracting Officer |

2. Paragraph 2 of the lease is deleted in its entirety and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 21, 2011 through December 20, 2021, subject to termination rights as may be hereinafter set forth.

3. Paragraph 3 of the lease is deleted in its entirety and replaced with the following:

The Government may terminate this lease in whole or in part at any time after December 20, 2016 by giving at least 90 calendar 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.

4. Paragraph 6 of the lease is deleted in its entirety and replaced with the following:

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

| Annualized | | | | | | | | |
|---------------------------------------|-------|-------|-------------|------------------|------------------------------|--------------------|-------------------|--------------------|
| Months | RSF | USF | Shell | Cost of Services | Tenant Improvement Allowance | Structured Parking | Total Annual Rent | Total Monthly Rent |
| December 21, 2011 – December 20, 2016 | 6,234 | 5,844 | \$74,897.46 | \$33,770.48 | \$44,064.76 | \$3,980.00 | \$156,712.70 | \$13,059.39 |
| December 21, 2016 – December 20, 2021 | 6,234 | 5,844 | \$82,856.80 | \$33,770.48 | - | \$3,980.00 | \$120,607.28 | \$10,050.61 |

The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 0NE2013. Rent for a lesser period shall be prorated. Rent shall be made payable to:

George P. Johnson



5. The total amount of Tenant Improvements is \$350,052.00. The Government has opted to amortize Tenant Improvements in the amount of \$187,674.30 at 6.50% over 60 months. The balance of \$162,377.70 will be paid by lump sum in accordance with Paragraph 8 below.

6. Paragraph 7 of the lease is deleted in its entirety and replaced with the following:

In accordance with SFO Paragraph 4.1 C. *Common Area Factor*, the Common Area Factor is established as 1.066735.

7. Paragraph 8 of the lease is deleted in its entirety and replaced with the following:

In accordance with SFO Paragraph 4.2 *Tax Adjustment*, the lease is subject to real estate tax escalation. The percentage of Government occupancy is established as 98.2782%.

8. Lump Sum Payment:

The Government shall reimburse the Lessor for the Tenant Improvement build-out in excess of the Tenant Improvement Allowance in a lump sum payment in the amount of \$162,377.70 upon receipt of a proper invoice.

INITIALS: *M* & *SD*
 Lessor Government

Lease No. GS-06P-01031
 SLA No. 1

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to:

General Services Administration
Attn: Joseph Schurle
1500 E. Bannister Road (6PRW)
Kansas City, MO 64131

The invoice must include:

- PDN # PS0021431
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Supplemental Lease Agreement 1, building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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

- The Lessor and Government both acknowledge and agree the Closet (104) and Housekeeping (114) are classified as shared spaces. The Lessor and Government are able to use the spaces for storage and day-to-day activities.
- The Government (National Park Service) will provide and install plants to the north of Vestibule (100). The Lessor will provide the landscape maintenance per SFO Paragraph 6.12 *Landscaping*.
- Outstanding Items:

| Location | Item | Description | Expected Completion Date |
|----------|-------------------------|---|---|
| Interior | Window Blinds* | Window blinds shall be installed in the 2 clerestory windows in the Conference/Classroom (102). | Wednesday, February 29th |
| Interior | Door 112* | Door needs to be repainted (sprayed) due to overspray on the door. | Weather Permitting** |
| Exterior | North Side Wall Finish* | The north side of the building will either be painted or have steel installed to match the color of the rest of the building. | Weather Permitting** |
| Exterior | Paving West Parking* | The parking lot on the west side of the building will be paved by the Lessor when the City of Valentine completes the street paving project during 2012. The Lessor installed pavement shall create an even finish along the west side of the building to the street. This also includes the area in front of the secured parking concrete. | 30 calendar days after the City of Valentine completes the street paving. |
| Exterior | Parking Stripes* | Parking stripes shall be painted as shown on the site plan. | Weather Permitting** |
| Exterior | Power Washing* | The exterior siding needs to be power washed where dirt is noticeable. | Weather Permitting** |

* Items are a Lessor cost.

** Weather permitting means consecutive days above freezing to allow for proper drying and adhesion.

GSA will need to be notified when each outstanding item begins and when it's completed. Photos shall be provided through email to confirm completion.

- The square footage of the building will be confirmed by the Government once the final CAD files are submitted per SFO Paragraph 5.13 *Floor Plans After Occupancy*. If the square footage measured by the Government does not match what is stated in this SLA, another SLA will be completed stating the correct square footage. Please reference the General Clauses (GSA Form 3517), Clause No. 27. 552.270-20 Payment (SEP 1999) (Variation) for additional information.

INITIALS: AS & SD
Lessor Government

Lease No. GS-06P-01031
SLA No. 1