SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO. SUPPLEMENTAL LEASE AGREEMENT NO. PAGE OCT 1 2 2010 GS-06P-90043 4 1 of 3 ADDRESS OF PREMISES Williamsburg Village, 3800 Village Drive, Lincoln, NE 68516 - 4737 THIS AGREEMENT made and entered into this date by and between North Williamsburg whose address is c/o: 3701 Union Drive, Suite 100 Lincoln, NE 68516 - 6629 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 SLA No. 4 will establish change of ownership, the date of beneficial occupancy, reconciliatory tenant improvement payment information and acceptance of space by the Government. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2010 as follows: 1. The preamble of this lease is hereby amended to state: THIS LEASE, made and entered into this date by and between North Williamsburg whose address is c/o: North Williamsburg 3701 Union Drive, Suite 100 Lincoln, NE 68516 - 6629 Paragraph 6 of this lease is hereby amended to state: Rent checks shall be made payable to: North Williamsburg 3701 Union Drive, Suite 100 Lincoln, NE 68516 - 6629 Paragraph 2 of Lease #GS-06P-90043 is deleted in its entirety and replaced with the following: 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 1, 2010 through August 31, 2025. The Government may terminate this lease in whole or in part anytime after August 31. 2020 by giving no less than ninety (90) days written notice to the Lessor. No rent shall accrue after the effective date of termination, and said notice shall be computed commencing with the day after the day of mailing. (continued on page 2) IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. ESSOR North Williamsburg IN PRESENCE OF SIGNATURE NAME OF SIGNER 100 5201 Union Drive, UNITED STATES OF AMERICA **SIGNATURE** NAME OF SIGNER CHRISTOPHER J. BOLINGER CINDY JACKSON OFFICIAL TITLE OF SIGNER

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EASING CONTRACT OFFICER

- 4. Paragraph 3 of Lease #GS-06P-90043 is deleted in its entirety and replaced with the following:
 - 3. Upon signed acceptance of this SLA, rent shall be paid in accordance with Clause Number 23, entitled "Prompt Payment", in GSA Form 3517B, General Clauses, at the rate of:

September 1, 2010 through August 31, 2020

	Rate/RSF	Rate/USF	Total Annual	Total Monthly
Shell	\$16.5000000	\$17.5588159	\$1,021,449.00	\$ 85,120.75
T i 's	\$ 4.4814382	\$ 4.7690150	\$ 277,427.91	\$ 23,118.99
Parking Total	\$ 0.0000000	\$ 0.0000000	\$ <u>0</u> .00	\$ 0.00
Base Rent	\$20.9814382	\$22.3278310	\$1,298,876.91	\$108,239.74
Operating Rent	\$ 3.6500000	\$ 3.8842229	\$ 225,956.90	\$ 18,829.74
Total Rent	\$24.6314382	\$26.2120539	\$1,524,833.81	\$127,069.48

September 1, 2020 through August 31, 2025

	Rate/RSF	Rate/USF	Total Annual	Total Monthly
Shell	\$22.0200000	\$23.4330380	\$1,363,170.12	\$ 113,597.51
TI's	\$ 0.0000000	\$ 0.0000000	\$ 0.00	\$ 0.00
Parking Total	\$ 0.0000000	\$ 0.0000000	\$ 0.00	\$ 0.00
Base Rent	\$22.0200000	\$23.4330380	\$1,363,170.12	\$ 113,597.51
Operating Rent	\$ 3.6500000	\$ 3.8842229	\$ 225,956.90	\$ 18,829.74
Total Rent	\$25.6700000	\$27.3172609	\$1,589,127.02	\$132,427.25

^{*}These rates exclude CPI escalations, in accordance with Paragraph 3.6 of SFO No. 8NE2026.

- 5. Paragraph 16 of Lease #GS-06P-90043 is deleted in its entirety and replaced with the following:
- 16. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.13. Broker Commission and Commission Credit, the Lessor and Broker have agreed to a cooperating lease commission of the aggregate lease value for the ten (10) year firm term . The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is Lessor has paid the commission to the Broker in full in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO Total Commission: of gross rent over the firm term, or GSA Credit: Broker: (the "Remaining Broker's Commission"). Broker shall be paid directly by Lessor, and of the Total Broker's Commission of (the "Commission Credit") which shall be applied in equal The resulting total dollar value of the foregone commission is

The resulting total dollar value of the foregone commission is the "Commission Credit") which shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured.

Notwithstanding Paragraph 3 of this Standard Form 2, the rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$127,069.48 (including \$85,120.75 shell rental rate) minus prorated Commission Credit of equals adjusted First Month's rent.

(continued on page 3)

nitials: Lessor & Ch

Page 2 GS-06P-90043 SLA #4

^{*}These rates exclude future tax adjustments, in accordance with Paragraph 3.4 of SFO No. 8NE2026.

6. Paragraph 18 is hereby added to Lease #GS-06P-90043:

18. The total tenant improvement cost, as determined in accordance with this lease agreement, completed construction drawings and accepted alterations during build-out, is \$2,997,133.88. \$858,186.34 of the total project cost has been paid in accordance with the terms and conditions of Supplemental Lease Agreements 2 and 3 of this contract. \$2,036,055.00 shall be amortized at 6.5 percent interest over the firm term, 120 months, of the lease and included in the lease payments above. Upon completion, inspection, and acceptance of the work by the Contracting Officer, and submission of proper invoices, the Government agrees to compensate the Lessor in the balance amount of \$102.892.54.

Original invoices are to be sent to: GSA, Finance Division (7BCP) P.O. Box 17181 Fort Worth, Texas 76102-0181 Copies of the invoices are to be sent to: GSA, West Service Center (6PRW) Attn: Chris Bolinger 1500 E. Bannister Road Kansas City, Missouri 64131-3088

The invoice must include:

- PDN No.: PS0016522
- 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. If additional useable square feet are acquired at any time during this lease, the Lessor agrees to fund the tenant improvement cost of that space in accordance with this contract.

7. Paragraph 13 is hereby deleted and replaced with the following:

13. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.7 (Operating Cost Base), Operating Costs are established as \$225,956.90 per annum, or \$3.8842229 per BOMA office area square foot, \$3.65 per rentable square foot. The rent is subject to annual operating cost adjustments in accordance with section 3.6 (A through E) of Solicitation for Offers No. 8NE2026.

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

Initials:

Government

GS-06P-90043 SLA #2