

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-80005	DATE JAN 25 2010	PAGE 1 of 2
---------------------------------------	------------------------------	---------------------	----------------

ADDRESS OF PREMISES
220 W. Ridgeway Avenue, Waterloo, Iowa

THIS AGREEMENT, made and entered into this date by and between

whose address is MATCO Holdings of Iowa, L.L.C.
220 W. Ridgeway Avenue
Waterloo, IA 50701

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:

The word "effective" directly above was deleted prior to signature by either party.

1. The purpose of this SLA is to issue Notice to Proceed (NTP) for the [redacted] project in Waterloo for the Demo, Shell, and Tenant Improvement (TI) construction for the project and all related alterations needed to meet the [redacted] Security requirements. All the [redacted] requirements are contained within the Program of Requirements (POR) that was distributed in the construction kick-off meeting held in Waterloo Tuesday 11/3/09, and in the approved construction drawings (CDs) from the same meeting.

The Lessor will be responsible to provide, install, and maintain all build-out for the project as per the fully serviced requirements shown in the contract. The approved budget for the TI portion of the build-out at this time is \$637,000, of which the Lessor provides \$50,000 in shell costs = \$587,000 less the \$138,647.76 that will be amortized in the rent = \$448,352.24 that will be paid to the Lessor lump sum upon receipt, inspection, and acceptance by the Government, and after properly invoiced by the Lessor as instructed below. An incremental payment will be made to the Lessor at the midpoint during construction if requested and properly invoiced by the Lessor. The estimated time for complete construction and occupancy is estimated at 6 months or by approximately May 1, 2010. Any changes to the scope, pricing, design or any other deliverables must be documented in a change order and approved by the contracting officer. A regular inspection schedule will be agreed upon between the [redacted], GSA, and the Construction Project Manager once the Lessor produces the Construction schedule as discussed in the 11/3 meeting.

(continued on Page 2)

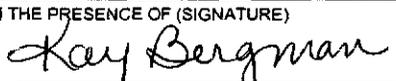
All other terms and conditions of the Lease shall remain in full force and effect.

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

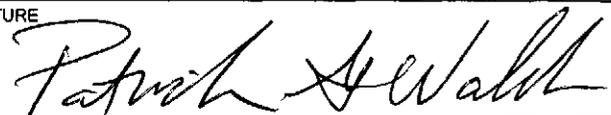
LESSOR: MATCO Holdings of Iowa, L.L.C.

SIGNATURE 	NAME OF SIGNER Thomas Porth
---	--------------------------------

ADDRESS
220 WEST Ridgeway Ave WATERLOO, IA 50701

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER Kay Bergman
--	-------------------------------

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

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

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

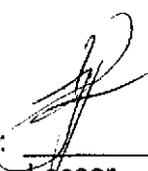
General Services Administration
Patrick Walsh
East Leasing Services Branch (6PRE)
1500 East Bannister Road
Kansas City, MO 64131-3088
Fax: 816-926-8307

A proper invoice must include:

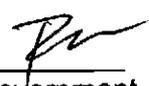
- Invoice date
- Name of the Lessor exactly as shown on the lease
- **GSA PDN #PS0016246 noted at the top of the invoice**
- Remit to address as follows:
MATCO Holdings of Iowa, L.L.C.
c/o Thomas Porth
220 W. Ridgeway Avenue
Waterloo, IA 50701
- Lease Contract number, and building address
- Supplemental 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:


Lessor

&


Government

Lease No. GS-06P-80005
SLA #1