

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-01008
ADDRESS OF PREMISES 1000 N. 90 th STREET, SUITE 500 OMAHA, NE 68114-2764	PDN Number: PS0029282

THIS AMENDMENT is made and entered into between **WIESMAN DEVELOPMENT, LLC**
WHOSE ADDRESS IS: **1000 N. 90TH STREET, SUITE 100**
OMAHA, NE 68114-2764

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 make the Amortized Tenant Improvement and Building Specific Amortized Costs (BSAC) retroactive to November 1, 2013, accept the space on May 9, 2014 and increase the rent by adding Operating Expenses less a \$2.80/ABOA SF credit for Vacant Space up until Occupancy of the space by the Government on June 23, 2014 when the fully serviced rental rate shall commence.

WHEREAS, the parties hereto desire to amend the Lease to reimburse the Lessor for Tenant Improvements above the Tenant Improvement Allowance and establish the date that termination rights shall become applicable for the non-firm term.

WHEREAS, the parties also desire to amend the building's "Visitor" parking in adding six (6) additional building "Visitor" parking spaces.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **upon execution by the Government** as follows:

1. Paragraph 1.03 RENT AND OTHER CONSIDERATION of the Lease as modified by Lease Amendment #1 shall be deleted in its entirety and replaced with the following:


1.03 RENT AND OTHER CONSIDERATION (MODIFIED)

(continued on page 2)



This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Name: David A. Wiesman
Title: President
Entity Name: Wiesman Development, LLC
Date: September 16, 2014

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
Entity Name: GSA, Public Buildings Service
Date: 9/25/2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Office Manager
Date: September 16, 2014

A. The Government shall pay the Lessor annual rent of Shell Rent plus amortized Tenant Improvements and Building Specific Security Costs payable monthly in arrears at the following rate from November 1, 2013 to May 8, 2014:

	11/01/2013 TO 05/08/2014
	ANNUAL RENT
SHELL RENTAL RATE	\$217,417.20
TENANT IMPROVEMENTS RENTAL RATE*	\$68,603.47
BUILDING SPECIFIC SECURITY COSTS**	\$9,026.77
TOTAL ANNUAL RENT	\$295,047.44

*The Tenant Improvements Allowance of \$471,200.00 is amortized at a rate of 8 percent per annum for 10 years.

**The Building Specific Security Costs of \$62,000.00 are amortized at a rate of 8 percent per annum for 10 years.

B. The Government shall pay the Lessor annual rent of the Fully Serviced Rent less the Annual Operating Expenses reduced by \$2.80 for 12,400 ABOA SF or \$34,720.00 per annum per Section 1.14 of the Lease entitled "Rate for Adjustment for Vacant Leased Premises" payable monthly in arrears at the following rate from May 9, 2014 to June 22, 2014:

	05/09/2014 TO 06/22/2014
	ANNUAL RENT
SHELL RENTAL RATE	\$217,417.20
TENANT IMPROVEMENTS RENTAL RATE*	\$68,603.47
OPERATING COSTS	\$97,242.00
CREDIT OF \$2.80/ABOA SF x 12,400 ABOA SF FOR VACANT PREMISES	(\$34,720.00)
BUILDING SPECIFIC SECURITY COSTS**	\$9,026.77
TOTAL ANNUAL RENT	\$357,569.44

*The Tenant Improvements Allowance of \$471,200.00 is amortized at a rate of 8 percent per annum for 10 years.

**The Building Specific Security Costs of \$62,000.00 are amortized at a rate of 8 percent per annum for 10 years.

C. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates from June 23, 2014 to October 31, 2028:

	REMAINDER OF YEAR 1 – 5 6/23/2014 TO 10/31/2018	YEARS 6 – 10 11/01/2018 TO 10/31/2023	YEARS 11 – 15 11/01/2023 TO 10/31/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENTAL RATE	\$ 217,417.20	\$ 229,263.65	\$ 272,050.24
TENANT IMPROVEMENTS RENTAL RATE*	\$ 68,603.47	\$ 68,603.47	\$ 0.00
OPERATING COSTS	\$ 97,242.00	\$ 97,242.00	\$ 97,242.00
BUILDING SPECIFIC SECURITY COSTS**	\$ 9,026.77	\$ 9,026.77	\$ 0.00
TOTAL ANNUAL RENT	\$ 392,289.44	\$ 404,135.89	\$ 369,292.24

*The Tenant Improvements Allowance of \$471,200.00 is amortized at a rate of 8 percent per annum for 10 years.

**The Building Specific Security Costs of \$62,000.00 are amortized at a rate of 8 percent per annum for 10 years.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

INITIALS:  & 
LESSOR GOVT

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- 1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
- 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and
- 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

2. Paragraph 1.02 EXPRESS AND APPURTENANT RIGHTS of the Lease shall be deleted in its entirety and replaced with the following:

1.02 EXPRESS APPURTENANT RIGHTS (MODIFIED)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: 65 parking spaces as depicted on the plan attached hereto as Exhibit B (dated 6/2/2014) of which two (2) shall be reserved parking spaces and 63 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property including the six (6) existing building "Visitor" parking spaces plus six (6) additional building "Visitor" parking spaces.
- B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT of the Lease shall be deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

DTZ America's Inc. (formerly known as UGL Services – Equis Operations) ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to DTZ America's Inc. (formerly known as UGL Services – Equis Operations) with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 9 (July 2014) Rental Payment \$32,690.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 9th Month's Rent.

INITIALS:  & 
LESSOR & GOVT

Month 10 (August 2014) Rental Payment \$32,690.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 10th Month's Rent.

Month 11 (September 2014) Rental Payment \$32,690.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 11th Month's Rent.

Month 12 (October 2014) Rental Payment \$32,690.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12th Month's Rent.

Month 13 (November 2014) Rental Payment \$32,690.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.

Month 14 (December 2014) Rental Payment \$32,690.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 14th Month's Rent.


4. Paragraph 1.04 TERMINATION RIGHTS of the Lease shall be deleted in its entirety and replaced with the following:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after **October 31, 2023** by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

5. The negotiated Total Tenant Improvement cost to produce the space pursuant to the Design Intent Drawings, Security Requirements, Agency Specific Requirements, Construction Drawings, and Change Orders 1 through 7 was \$907,850.68. This amount exceeded the Tenant Improvement Allowance of \$471,200.00 and Building Specific Amortized Costs (BSAC) Allowance of \$62,000.00 by \$374,650.68. The Government therefore agrees to reimburse the Lessor for the difference in the amount of **\$374,650.68** upon execution of Lease Amendment Number 2 by both parties and upon receipt of an acceptable invoice by the Government. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the GSA Finance Website at www.finance.gsa.gov. The invoice shall include a unique invoice number, be on letterhead of the Lessor, include the lease number, include the billed items (tenant improvements above the Tenant Improvement and Building Specific Amortized Costs allowances, and cite the following Pegasys Document Number (PDN): **PS0029282**. Invoices submitted without the PDN Number will be immediately returned. If unable to process the invoice electronically, it may be submitted directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102.

6. Exhibit B "Parking Plan" of the Lease shall be deleted in its entirety and shall be replaced with the following:

INITIALS:  LESSOR &  GOVT