

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

**SEP 30 2010**

LEASE NO.

GS-06P-01024

THIS LEASE, made and entered into this date by and between **Center Pointe SPE, LLC**

whose address is 11205 John Galt Boulevard  
Omaha, NE 68137-2319

and whose interest in the property hereinafter described is that of **OWNER**

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- Effective December 1, 2010 the Lessor hereby Leases to the Government the following described premises:  
  
15,933 rentable square feet, which yields 14,005 ANSI/BOMA Office Area square feet (USF) of existing space on the first floor, located at 9239 West Center Road, Omaha, Nebraska 68124-3110 to be used for such purposes as determined by the General Services Administration.
- TO HAVE AND TO HOLD the said premises with their appurtenances for the term for five (5) years, with a firm term of two (2) years, subject to termination and renewal rights as may be hereinafter set forth. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Effective on the day the space is accepted by the government rent shall follow for 15,933 rentable square feet, 14,005 ANSI/BOMA

Dates	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	Total Monthly Rent
Months 1 - 60	\$ 180,680.22	\$ 45,065.69	\$ -	\$ -	\$ 225,745.91	\$ 18,812.16

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Center Pointe SPE, LLC**  
11205 John Galt Boulevard  
Omaha, NE 68137-2319

- The Government may terminate this Lease in whole or in part at any time after the second (2nd) year by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. The Lessor will be responsible for any unpaid Tenant Improvements and Building Specific Security. Said notice shall be computed commencing with the day after the date of mailing.

**LESSOR**

NAME OF SIGNER

M. Paul Vacanti

11205 John Galt Boulevard, Omaha, Nebraska 68137

NAME OF SIGNER

Jackie Stover

**UNITED STATES OF AMERICA**

NAME OF SIGNER

Matthew Helmering

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

4. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO dated May 27, 2010.
5. The following are attached and made a part hereof:
  - A. Solicitation for Offers ONE2004 dated May 27, 2010;
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
6. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1376651 (15,933 RSF / 14,005 USF).
7. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 29.96% (15,933 RSF/ 53,177 RSF).
8. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$45,065.69 per annum.
9. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
10. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour beyond the normal hours of operation of 6:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
11. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.
12. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased premises."
13. The Lessor shall not enter into negotiations concerning the space Leased or to be Leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
14. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
15. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

Initials:  &   
 Lessor Gov't

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