

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-90005
ADDRESS OF PREMISES  4245 S. 121 <sup>st</sup> Plaza Omaha, NE 68137-2132	PDN Number: PS0021438

**THIS AGREEMENT**, made and entered into this date by and between **Sportscenter Properties, LLC**

whose address is: 126 East Grove Street  
West Point, NE 68788-1860

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 establish the Notice To Proceed for construction of Tenant Improvements in excess of the Tenant Improvement Allowance and to provide invoicing instructions for the lump sum build out costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 14, 2012, as follows:



1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
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 for 20 years, with a firm term of 10 years, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The Lessor shall deliver the premises to the Government substantially complete no later than April 9, 2013.

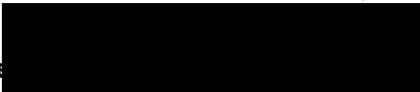
This Lease Amendment contains 2 pages.

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:   
 Title: Owner  
 Entity Name: Sportscenter Properties, LLC  
 Date: 12-4-12

**FOR THE GOVERNMENT:**

Signature:   
 Name: Shen Demartino  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, 6PRW  
 Date: 12/3/12

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name:   
 Title:   
 Date: 12/09/12

3. The total amount of Tenant Improvements is \$1,856,549.00. In accordance with paragraph 7 of the Lease, Tenant Improvements in the amount of \$844,452.00 will be amortized in the rent at the rate of 6.75% over 120 months. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

The balance of \$1,012,097.00 will be paid by lump sum in accordance with Paragraph 4 below.

4. Lump Sum Payment:

Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$1,012,097.00 in a lump sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- **PDN # PS0021438**
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Lease Amendment 3, 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 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

5. By signature of this Lease Amendment, the Lessor does not waive his rights under the *Disputes* clause within the General Clauses, GSA Form 3517B.

INITIALS:

  
LESSOR

&

  
GOVT