

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-06P-90005
ADDRESS OF PREMISES 4245 S. 121 st Plaza Omaha, NE 68137-2132	PDN Number: PS0021438

THIS AMENDMENT is made and entered into 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 Davis-Bacon Wages, establish the Notice To Proceed with Change Orders #2 - #5, and to provide invoicing instructions for the lump sum build out costs.

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 February 15, 2013 as follows:


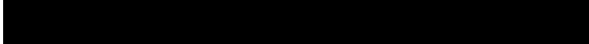
1. In accordance with SFO Paragraph 1.13 *LABOR STANDARDS (AUG 2003)*, the Davis-Bacon Wage Determination, dated January 6, 2012 (Exhibit A) shall apply to all work performed with the underground plumbing and concrete pour per the Partial Notice To Proceed letter dated March 21, 2012
2. In accordance with SFO Paragraph 1.13 *LABOR STANDARDS (AUG 2003)*, the Davis-Bacon Wage Determination, dated April 27, 2012 (Exhibit B) shall apply to all other work performed prior to the Government's acceptance of the space as substantially complete.



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.


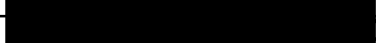
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Owner
Entity Name: Sportscenter Properties, LLC
Date: 4-23-13

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
Date: 4/4/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name:  EN
Title: Member
Date: 4/23/13

3. Change Orders #1 - #5 are listed below:

CO Number	Description	Reference	Amount
1	On Hold		TBD
2	Interior and Exterior Signage	Exhibit C	
3	Public Address System	Exhibit D	
4	Security	Exhibit E	
5	Ice Machine	Exhibit F	
		Total:	\$36,978.58

4. Paragraph 3 of Lease Amendment 3 is deleted in its entirety and replaced with the following:

The total amount of Tenant Improvements is \$1,893,527.58. 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 \$1,049,075.58 will be paid by lump sum in accordance with Paragraph 5 below.

5. Paragraph 4 of Lease Amendment 3 is deleted in its entirety and replaced with the following:

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 \$1,049,075.58 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 4, 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

Sportscenter

INITIALS: LJK & SD
 LESSOR GOV'T