

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

4/12/10

LEASE NO.

GS-07B-16722

THIS LEASE, made and entered into this date by and between **AMERITAS LIFE INSURANCE CORP.**

Whose address is 5900 O STREET
LINCOLN, NE 68510-2234

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:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,927 rentable square feet (RSF) of office and related space, which yields 5,104 ANSI/BOMA Office Area square feet (USF) of space at North Star II, 8713 Airport Freeway, Fort Worth, TX to be used for such purposes as determined by the General Services Administration. The legal description of the property is also provided in attachment E to the lease. Included in the rent at no additional cost to the Government are 4 reserved surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 12, 2011 and continuing through May 11, 2021, subject to termination and renewal rights as may be hereinafter set forth. This lease shall commence immediately upon the expiration of the existing lease No. GS-07B-14444, amended to end May 11, 2011 via Supplemental Lease Agreement No. 10 on July 8, 2009.

3. The Government shall pay the Lessor annual rent of \$96,315.73 at the rate of \$8,026.31 per month in arrears for years 1 – 5, which consists of annual shell rent of \$71,064.73 at the rate of \$5,922.06 per month and annual operating costs of \$ 25,251.00 at the rate of \$2,104.25 per month.

For years 6 – 10, the Government shall pay the Lessor annual rent of \$100,760.98 at the rate of \$8,396.75 per month in arrears, which consists of annual shell rent of \$75,509.98 at the rate of \$6,292.50 per month and annual operating costs of \$ 25,251.00 at the rate of \$2,104.25 per month.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

AMERITAS LIFE INSURANCE CORP.
5900 O STREET
LINCOLN, NE 68510-2234

4. Government may terminate this lease in whole or in part at any time on or after fifth (5th) year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR
AMERITAS LI

BY _____

IN PRESEN

UNIT

BY _____

MARY L. HEWSON
CONTRACTING OFFICER
Contracting Officer, General Services Administration

5. Paragraph 5 is INTENTIONALLY DELETED.
6. 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 8TX2072 dated September 11, 2009.
 - B. Fresh paint and carpet and in accordance with standards set forth in SFO 8TX2072 dated September 11, 2009. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. The Lessor hereby waives restoration.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers 8TX2072 dated September 11, 2009.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [9/01])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [9/01])
 - D. Sheet No. 3, Paragraphs 18 – 19 were added.
 - E. Legal Description of Property
8. The following changes were made in this lease prior to its execution:
- A. Paragraph 5 was intentionally deleted.
 - B. Paragraphs 9 through 19 were added.
9. Paragraph 9 is INTENTIONALLY DELETED. No amortized Tenant Improvements are required under this lease.
10. Tax Adjustment: Pursuant to Paragraph 4.2, "Tax Adjustment (AUG 2008)," for purposes of tax escalation, the Government occupies 5,927 / 51,250 (11.5649%) rentable square feet. Base year taxes are established at \$8,252.00 (\$1.3923/RSF). Taxes shall be increased or decreased from the base pursuant to annual adjustment per Section 4.2 of the SFO.
11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$4.2603/RSF (\$25,251.00/annum).
12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1612 (5,927 RSF/5,104 USF).
13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.871/USF for vacant space (rental reduction).
14. In accordance with the SFO Paragraph entitled *Overtime Usage*, The rate for overtime usage is established as \$35.00 per hour for the entire building or any portion thereof. If ordered and authorized by the Contracting Officer, or his designated representative, the Lessor will provide overtime HVAC services beyond the normal building hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday of each week, except for federal holidays.
15. The Lessor hereby waives restoration.
16. The following work will be completed by the Lessor in the leased space within 45 working days of lease commencement and are included in this lease at no additional cost to the Government:
- A. Fresh paint and carpet will be provided.
 - B. Shatter-resistant window glazing in accordance with SFO Para. 10.21 will be provided.
17. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

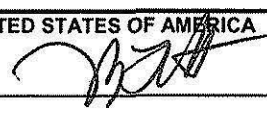
LESSOR

BY


(Initial)

UNITED STATES OF AMERICA

BY


(Initial)

18. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$8,026.31 minus one half of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$8,026.31 minus one half of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

19. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

INITIALS: LESSOR JK & GOV'T [Signature]