| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br>LEASE AMENDMENT | LEASE AMENDMENT No. 2     |  |
|--------------------------------------------------------------------------------|---------------------------|--|
|                                                                                | TO LEASE NO. GS-06P-31015 |  |
| ADDRESS OF PREMISES                                                            | PDN Number:               |  |
| 850 S. Street<br>Lincoln, NE 68508-1225                                        | PS0025965                 |  |

THIS AMENDMENT is made and entered into between STAR CITY/FEDERAL, LLC

## whose address is: MARATHON PROPERTIES, INC, MANAGER 11222 DAVENPORT ST OMAHA, NE 68154-2628

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 provide a Notice to Proceed with Tenant Improvements (Ti) and Building Specific Amortized Capital (BSAC), as well as clarify the understanding of the parties relevant to lease term and rental rate commencement.

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, as follows:

1. Contingent on the substantial completion of shell improvements associated with the Lease, the lease term and associated shell and operating rental rates will commence on or about October 1, 2015. The actual commencement date shall be established by a subsequent Lease Amendment.

Shell improvements that must be performed in coordination with TI/BSAC installations are excepted from the standard for substantial completion at this time and shall be completed in conjunction with the appropriate phase of TI/BSAC work. Examples include: solar film on the first and second floor windows, south lobby floor covering, vinyl composition tile in walkway 1062A, and interior paint for walls in stairs A, B, C, and D.

2. The six (6) year firm term of the Lease, as well as payments for amortized TI and BSAC, will commence at the time that TI/BSAC improvements are accepted as substantially complete. The actual commencement date shall be established by a subsequent Lease Amendment. The Government reserves its rights as outlined under Lease paragraph 1.09, entitled "Tenant"

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:<br>Name:<br>Title:<br>Entity Name:<br>Date:<br>Date:<br>2015 July 30                                     | Signature:<br>Name: |
|---------------------------------------------------------------------------------------------------------------------|---------------------|
| WITNESSED FOR THE LESSOR BY<br>Signatul<br>Name:<br>Title: <u>MARKETTING / APITTI</u> NIS /<br>Date: <u>7/30/15</u> | PATIVE              |

Lease Amendment Form 12/12

## improvement Rental Adjustment."

3. This Lease Amendment provides a Notice to Proceed with TI in the amount of \$3,760,924.76 and BSAC in the amount of \$977,135.48.

TI will be amortized in the rent over the firm term as specified in paragraph 1.08 of the Lease. Since the TI amount authorized by this Notics to Proceed does not exceed the amount available to be amortized in the rent under the terms of the Lease, the Government reserves the right to authorize additional TI to be amortized in the rent, or to reduce the contract rental rate based on the amount of actual TI amortized. The disposition of the final TI amount will be addressed in a subsequent Lease Amendment.

Of the \$977,135.48 authorized for BSAC, \$663,135.00 will be amortized in the rent over the firm term as specified in paragraph 1.11 of the Lease. The remaining balance of \$314,000.48 will be paid as outlined below.

Upon completion, review, and acceptance of the work by the Contracting Officer or his/her representative, and submission of a proper invoice, the Government shall pay the Lessor a lump sum payment in the amount of \$314,000.48 for Building Specific Amortized Capital in excess of the allowance available to amortized under the Lease. Payment is contingent upon receipt of a proper invoice, which shall include:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- Invoice date.
- GSA PDN # PS0025965 noted at top of involce.
- Lease contract number (GS-06P-31015), Lease Amendment Number (LA 2), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made. The original invoice must be submitted electronically at <u>www.finance.gsa.gov</u> or sent directly to the GSA Finance Office at the following address:

General Services Administration FTS and PBS Payment Division P.O. Box 17181 Fort Worth, TX 76102

A copy of the invoice must be provided to the following address:

General Services Administration Attn: Sheri DeMartino, Lease Contracting Officer West Leasing Services (Code 6P1RW) 2300 Main Street Kansas City, MO 64108

4. The Lessor hereby waives restoration as a result of all improvements.

INITIALS: 412

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