GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

ADDRESS OF PREMISES

LEASE AMENDMENT No. 7(rev)

TO LEASE NO. GS-06P-31015

PDN Number:

850 S. Street Lincoln, NE 68508-1225

THIS AMENDMENT is made and entered into between

STAR CITY/FEDERAL LLC, MARATHON PROPERTIES, INC, MANAGER

whose address is:	11222 Davenport Street	
	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 memorialize lease clarifications as determined during the design and construction phase for building improvements to the leased space and to detail the Government's responsibility for the maintenance and repair of the security equipment pursuant to this Lease Amendment.

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) Subject to the limitations of paragraph 2 of this Lease Amendment, the Government shall be responsible for the maintenance, repair, and replacement, if necessary, of security equipment pursuant to this Lease Amendment. The Government will be responsible for the Security Maintenance and Repair (SMR) Program, which includes all maintenance, service, repairs, and replacement, if necessary, throughout the life of security systems and will ensure that the equipment is in operational condition at all times. Systems to be maintained under the SMR Program include:

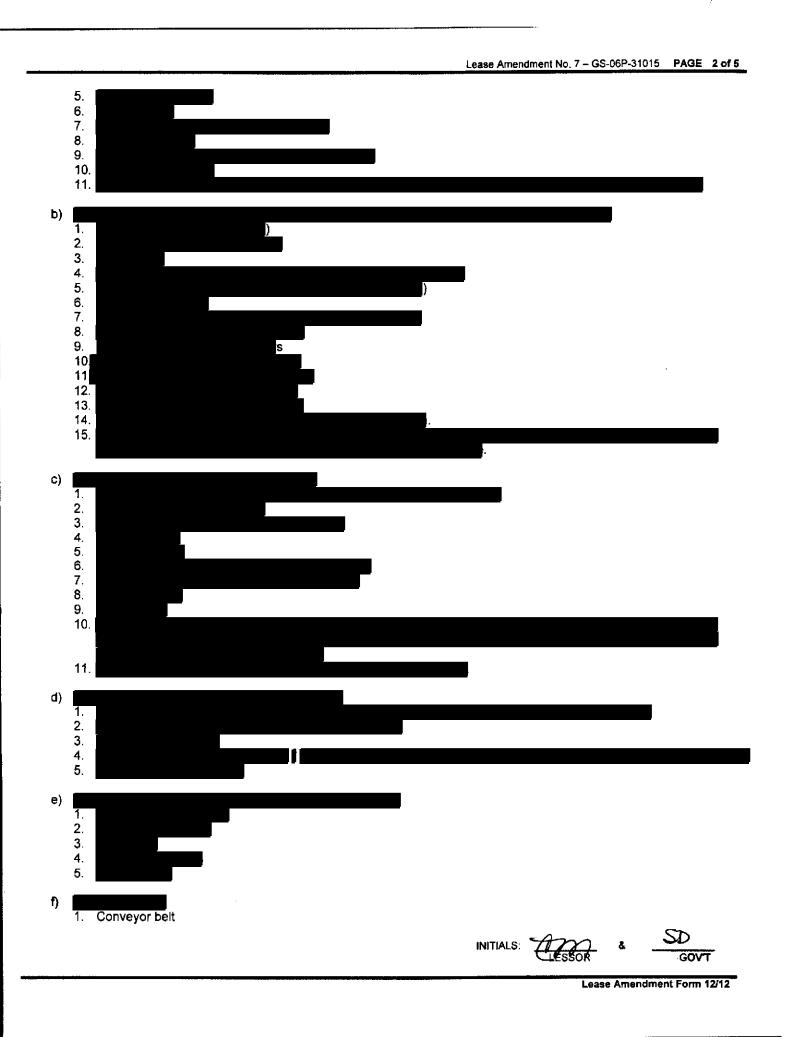


This Lease Amendment contains 5 pages.

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 LE	SSOR:	FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Date:	Member Star City/Federal LLC 30/7 Mar 24	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Real Estate Acquisition Division Date: <u>4 Apr 17</u>
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Signat Name: Title: Date:	I <u>IIHR RETING / MUTITI</u> NISTR 	ATIKE

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2. Rollers Testing cassette Calibration, configuration, and diagnostic testing. 5. All other parts and peripherals not specifically listed above up to and including complete replacement. All software, firmware and any other associated items for the service life of the equipment. g) 1. Calibration, configuration, and diagnostic testing 2. All software, firmware and any other associated items for the service life of the equipment. h) i) Printers 1. 2. 3. Associated power units 4. Software and hardware upgrades All other parts and peripherals not specifically listed 5. All software, firmware and any other associated items for the service life of the equipment. j) Calibration, configuration, and diagnostic testing 1. 2. All software, firmware and any other associated items for the service life of the equipment. k) I) m) General Power supply panels and included modules 1. Patch, repair and paint walls in affected area where work was performed, paint must match existing color. 2 3. Repair ceiling or ceiling tiles after work has been completed (only areas directly affected by work) 4 Repair and servicing of dedicated HVAC systems to security equipment. 5. UPS Batteries - monitor and replace per manufacturer's recommendations and in accordance with test results. 6. - All cabling associated with Cable specifications as determined by the Government. 7. All software, firmware and any other associated items for the service life of the equipment. that may currently be under warranty by The Lessor will be responsible for maintaining all 2) the Lessor. The Lessor is responsible for transferring all security warranty information and software licenses to

the end of the Lessor's maintenance responsibility; at which time will take complete ownership and maintenance responsibility through the remaining term of the Lease. All security equipment will become the property of the Government at the end of the warranty period and, at its sole option, the Government may abandon property in the space following the expiration of the Lease or retain the right to remove the equipment. The Lessor will be relieved of any liability for security systems in connection therewith after the initial warranty period.

- At the time of initial buildout, there is no requirement for dedicated exhaust or ventilation systems at building entrances for security purposes. This does not relieve the Lessor of the responsibility, however, to comply with applicable local code.
- 4) There is no requirement for an isolated hazardous material exhaust system at the time of initial buildout.
- 5) As a clarification to Lease paragraph 6.04, entitled *Utility Consumption Reporting*, a breakdown of consumption by HVAC and other equipment is not required.

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- 6) An expressing room, as outlined in paragraph 2 on page 14 of the Agency Special Requirements, is not required at the time of initial buildout.
- 7) The building shell and tenant improvements do not constitute a "construction of a new Building" or "complete rehabilitation or reconstruction" under the provisions of Lease paragraph 3.01, entitled *Labor Standards*, and, therefore, conformance with Lease paragraph 3.01 and items referenced therein is not required.
- 8) Existing office walls are not required to be extended to the slab.

9)	
10)	Based on the
11)	The following has been approved by the Government: For combination
	. Upper level windows on the east, west, and south sides will receive solar film only. Anchoring of the window frame to the structure is not required.
	Since required to be installed on the
12)	Duct cleaning following the initial buildout has not been included in the buildout costs and is not required.
13)	Transient Voltage Surge Suppression, as outlined on page 2 of the Agency Special Requirements, is not required for the initial buildout.
14)	For new cubicle installations, the Lessor's contractor will pull wire to the new cubicle locations. Following the agency's furniture vendor's installation of the base units, the Lessor's contractor will install the cabling into the base and install all devices. Electrical whips/power poles will be provided under the furniture contract.
15)	As a cost-saving measure for the initial tenant buildout, the agency has elected to place multiple private offices under one thermostat. Future modifications to add thermostats will be at the agency's expense.
16)	Existing equipment that is not being replaced as part of the initial buildout is not subject the Lease paragraph 3.42's requirements for compliance with ASHRAE 62.1.
17)	Subject to the limitations of paragraph 2 of this Lease Amendment, the Government shall be responsible for the maintenance, repair, and replacement, if necessary, of data cabling and HVAC systems in the computer (LAN) room, print room, EAD, South Lobby, and North Lobby.
18)	For those items referenced in this Lease Amendment which are indicated as not being required for "initial buildout," if the Government later determines that those items are desired, subsequent price negotiations will be necessary, since their associated costs have not been included in the Tenant Improvements and Building Specific Amortized Capital for the initial buildout.
19)	The Lease Contracting Officer associated with the award of this Lease has issued a clarification to the intent of Lease paragraph 1.03B. A mutual on-site measurement and associated rent adjustment was contemplated only in the event of a physical expansion to the north and south vestibules of the Premises. The Lessor has declined the Government's
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offer to re-measure the space. Accordingly, the Lessor waives the right to request payment for any space in excess of 140,127 rentable square feet / 132,627 ANSI/BOMA Office Area square feet.

20) Restoration responsibilities are addressed in Lease Paragraph 2.04, entitled Waiver of Restoration (Apr 2011) Modified.



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