

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

07 2010

LEASE NO.

GS-06P-01018

THIS LEASE, made and entered into this date by and between **Security National Properties Funding, LLC**

whose address is 323 5th Street
Eureka, CA 95502-0305

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:

6,546 rentable square feet, which yields 5,681 ANSI/BOMA Office Area square feet (USF) of existing space on the fifth floor, suite 504 of the building located at 222 South 15th Street, Omaha, Nebraska 68102-1680 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government is one (1) on-site, non-secure parking space for the exclusive use of Government owned vehicle.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term for twelve (12) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than ninety (120) working days subsequent to the Government's issuance of the notice to proceed for the tenant improvements.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Effective on the day the space is accepted by the government rent shall follow for 6,546 rentable square feet, 5,681 ANSI/BOMA

Dates	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
Months 1 - 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Months 7-12	\$ 52,953.23	\$ -	\$ 28,247.94	\$ 3,896.83	\$ 85,098.00	\$ 7,091.50
Months 13-48	\$ 59,499.23	\$ -	\$ 28,247.94	\$ 3,896.83	\$ 91,644.00	\$ 7,637.00
Months 49-119	\$ 66,045.23	\$ -	\$ 28,247.94	\$ 3,896.83	\$ 98,190.00	\$ 8,182.50
Months 120-144	\$ 72,591.23	\$ -	\$ 28,247.94	\$ 3,896.83	\$ 104,736.00	\$ 8,728.00

LESSOR

SIGNATURE

~~7600 COLLEGE PARTNERSHIP~~

NAME OF SIGNER

Mike Willard

ADDRESS

323 5th St Eureka, CA 95501

IN THE PRESENCE OF (SIGNATURE)

Doris Mendez

NAME OF SIGNER

Doris Mendez

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Matthew Helmering

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is not usable

STANDARD FORM 2 (REV. 12/2006)

Prescribed by GSA - FPR (41 CFR) 1-16.60

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Secuity National Properties Funding, III, LLC
323 fifth Street
Eureka, CA 95504-0305

4. The Government may terminate this Lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. The Lessor will be responsible for any unpaid Tenant Improvements and Building Specific Security. Said notice shall be computed commencing with the day after the date of mailing.
5. 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 dated April 22, 2010.
 - B. Build out in accordance with standards set forth in SFO dated April 22, 2010, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers ONE2002 dated April 22, 2010;
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Exhibit A – Floor Plan
7. Rent includes a Tenant Improvement Allowance of \$217,468.68 to be amortized through the rent over the term of the Lease (144 months) at the rate of 8.00%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. Rent includes a Building Specific Security Allowance of \$30,000.00 to be amortized through the rent over the term of the Lease (144 months) at the rate of 8.00%.
9. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1522619 (6,546 RSF / 5,681 USF).
10. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 1.56% (6,546 RSF/ 419,679 RSF).
11. In accordance with SFO paragraph 4.3, *Operating Costs*, is deleted in its entirety.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$15.00 per hour beyond the normal hours of operation of 6:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
14. In accordance with SFO paragraph 5.13, *Floor Plans After Occupancy*, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to the contracting officer within 30 calendar days of completion of construction.
15. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.

16. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased premises."
17. The Lessor shall not enter into negotiations concerning the space Leased or to be Leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
18. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
19. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

Initials:



&



Lessor

Government

LEASE NO. GS-06P 01018

INITIALS:

LESSOR &

GOVT