

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG 12 2008

LEASE NO.

GS-06P-70090

THIS LEASE, made and entered into this date by and between Downtown Center, LLC

whose address is 308 N. Locust Street  
Grand Island, NE 68801

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 consideration hereinafter mentioned, covenant and agree as follows:

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

2,765 rentable square feet (2,447 usable square feet) of space to be constructed in Downtown Center at 308 N. Locust Street in Grand Island, Hall County, Nebraska, (as described in Exhibit B attached hereto), and three (3) reserved parking spaces for official vehicles with the capability to provide one (1) additional reserved parking over the lease term and nine (9) parking spaces for employee/visitor use or for such general office purposes as determined by the General Services Administration. All parking spaces shall be provided in the surface parking lot as part of the rental consideration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises. The date of substantial completion shall be on or before 90 calendar days following the Government's issuance of Notice to Proceed and continuing for a term of 15 years, subject to terms stated within.

3. The Government shall pay the Lessor annual rent of \$ \_\_\_\_\_  
at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in  
arrears.

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

PARAGRAPH 3 IS DELETED AND REPLACED BY PARAGRAPH 21.

4. The Government may terminate this lease in whole or in part at any time after the 10<sup>th</sup> year by giving at least sixty (60) 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.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

LEASE NO. GS-06P-70090

INITIALS

GOVT	LESSOR

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

a. Facilities, services, utilities, maintenance and tenant improvements shall be provided in accordance with the terms of the attached Solicitation for Offers 7NE2002.

7. The following are attached and made a part hereof:

Sheet 3, 4, & 5 containing paragraphs 9-23 to Lease GS-06P-70090 (3 pages)

Exhibit A, Base Plans (1 page)

Exhibit B, Legal Description (1 page)

Solicitation For Offers 7NE2002 (40 pages)

Special Requirements [REDACTED] (40 pages)

General Clauses GSA Form 3517B (Rev. 7/05) (33 pages)

Representations and Certifications GSA Form 3518 (Rev. 7/04) (7 pages)

GSA Review of the Pre-Lease Fire Protection and Life Safety Evaluation Prepared by Mike Thomas,

GSA's Regional Fire Protection Engineer, dated March 27, 2008 (4 pages)

Lessor's Response /Compliance Plan to GSA's Review of the Pre-Lease Fire Protection and Fire Safety Evaluation dated March 27, 2008 (102 pages)

8. The following changes were made in this lease prior to its execution:

Paragraph 3 was deleted and replaced in its entirety with Paragraph 18.

Paragraph 5 was deleted in its entirety without substitution

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

LESSOR Downtown Center, LLC

By: *Gordon Glade*

Its: *Managing Member*

BY

*Gordon Glade*  
(Signature)

(Signature)

IN PRESENCE OF:

*Sharon Church*  
(Signature)

(Address)

UNITED STATES OF AMERICA

BY

*[Signature]*  
(Signature)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

General Services Administration

1500 E. Bannister Road

Kansas City, MO 64131

(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

Initials:

*[Initials]*

Lessor

&

*[Initials]*

Government

LEASE NO. GS-06P 70090

9. In accordance with provisions of Paragraphs 3.4 Tax Adjustments, 3.6 Operating Costs, 3.7 Operating Costs Base, and 3.13 Adjustment for Vacant Premises of the Solicitation For Offers 7NE2002, the following parameters are established:

(a) The lease is subject to annual operating cost escalations. The base cost of services is established at \$9,843.40 (\$3.56) for 2,765 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 3.4, the percentage of occupancy is 7.08%.

(c) The Adjustment for Vacant space is \$1.57 per rentable square foot.

10. In accordance with Paragraph 7.3, Overtime Usage, the overtime HVAC services will be provided at the rate of \$19.50 per hour. Overtime rates shall not be paid during normal building operation hours of 7:00 a.m. to 6:00 p.m., Monday through Friday.

11. Janitorial cleaning/maintenance is to be performed during daytime tenant working hours, Monday thru Friday excluding Federal holidays.

12. The Lessor will provide 2 copies of CAD "as built" disks to the contracting officer within thirty (30) days of completion of construction.

13. The Lessor will notify the contracting officer fourteen (14) days prior to scheduled completion of construction at 30 percent, 60, 90 and 100 percent completion for purposes of scheduling inspections.

14. In accordance with Section 3.10 Common Area Factor of SFO 7NE2002, the Common Area Factor is established as 1.13.

15. In the event the actual amount of space exceeds 2,447 usable square feet, there will be no additional cost to the Government. If the actual amount of space is less than 2,447 usable square feet, the rent shall be decreased accordingly.

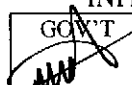

16. The rental consideration includes all costs for the warm lit shell as defined by the Solicitation For Offers, and all costs for tenant finish as defined by the Solicitation For Offers. All requirements as defined by the Solicitation For Offers and lease will be met without additional cost.

17. Paragraph 3 is deleted in its entirety and the following is substituted therefore

18. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

<u>TERM</u>	<u>RATE PER RSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
Years 1-10	\$23.26837975	\$5,361.42	\$64,337.07

LEASE NO. GS-06P 70090

INITIALS	
GOVT	LESSOR
	

Years 11-15      \$20.29000000      \$4,675.15      \$56,101.85

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 7NE2002. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Downtown Center, LLC  
308 N. Locust Street  
Grand Island, NE 68801

19. The tenant buildout will conform to the specifications in SFO 7NE2002 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$90,367.71 are amortized for a period of 120 months at 8.0%.

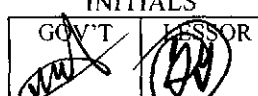
20. In accordance with Paragraph 1.13 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 1.13, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments ([REDACTED] [REDACTED]) due and owing 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 throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$5,361.42 minus prorated Commission Credit of [REDACTED] [REDACTED] adjusted First Month's Rent
Month 2:	\$5,361.42 minus prorated Commission Credit of [REDACTED] [REDACTED] adjusted Second Month's Rent
Month 3:	\$5,361.42 minus prorated Commission Credit of [REDACTED] [REDACTED] adjusted Third Month's Rent
Month 4:	\$5,361.42 minus prorated Commission Credit of [REDACTED] [REDACTED] adjusted Fourth Month's Rent
Month 5:	\$5,361.42 minus prorated Commission Credit of \$ [REDACTED] [REDACTED] adjusted Fifth Month's Rent

21. All questions pertaining to this Lease shall be referred to the Contracting Officer of 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

LEASE NO. GS-06P 70090

INITIALS  
GOV'T      LESSOR  


the Lessor except as provided by the terms of this Lease or authorized **in writing** by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

22. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

23. The Lessor hereby waives and forever relinquishes 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.

LEASE NO. GS-06P 70090

INITIALS	
GOVT	LESSOR
<i>[Signature]</i>	<i>[Signature]</i>