

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-01008
ADDRESS OF PREMISES 1000 N. 90 th STREET, SUITE 500 OMAHA, NE 68114-2764	PDN Number: N/A

THIS AMENDMENT is made and entered into between the
WIESMAN DEVELOPMENT, LLC
 WHOSE ADDRESS IS: **1000 N. 90TH STREET, SUITE 100**
OMAHA, NE 68114-2764

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 commence Shell Rent and begin the 15 year Lease Term (10 years Firm) until the space is accepted, whereby a Lease Amendment will be executed adjusting for amortized Tenant Improvements and Building Specific Security Costs.

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, effective **November 1, 2013** as follows:

1. The TO HAVE AND TO HOLD Paragraph on page 1 of the Lease is deleted in its entirety and replaced as follows:


"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 1, 2013 and continuing through October 31, 2028, subject to termination and renewal rights as may be hereinafter set forth. The said premises are to be used for purposes determined by GSA."

2. The Government shall pay the Lessor annual rent of **\$217,417.20** or monthly rent of **\$18,118.10** in arrears for Shell rent only until the Tenant Improvements (TI's) are completed and the space is accepted. Upon acceptance of the space, the rent shall be adjusted to amortize the TI's and Building Specific Security Costs at 8% over the remaining firm term of the lease and Broker Commission/Credits shall then be applied.


This Lease Amendment contains 3 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:

Signature: 
 Name: David A. Wiesman
 Title: President
 Entity Name: Wiesman Development, LLC
 Date: 09/19/13

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: Lease Contracting Officer
 Entity Name: GSA, Public Buildings Service
 Date: 9/24/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Shirley J. Harty
 Title: Office Manager
 Date: 09/19/13

3. Paragraph 1.05 of the Lease is hereby deleted in its entirety and replaced as follows:

"The Government may terminate this Lease, in whole or in part, effective after October 31, 2023 by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of the termination.

4. Paragraph 1.03 RENT AND OTHER CONSIDERATION of the Lease shall be deleted and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION

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

	YEARS 1 - 5	YEARS 6 - 10	YEARS 11 - 15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENTAL RATE	\$217,417.20	\$229,263.65	\$272,050.24
TENANT IMPROVEMENTS RENTAL RATE*	\$68,603.47	\$68,603.47	\$0.00
OPERATING COSTS	\$97,242.00	\$97,242.00	\$97,242.00
BUILDING SPECIFIC SECURITY COSTS**	\$9,026.77	\$9,026.77	\$0.00
TOTAL ANNUAL RENT	\$392,289.44	\$404,135.89	\$369,292.24

*The Tenant Improvements Allowance is amortized at a rate of 8 percent per annum for 10 years.

**The Building Specific Security Costs are amortized at a rate of 8 percent per annum for 10 years.

B. Rent shall be subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **\$31.636245 PER ABOA SF** for Years 1-5, **\$32.591604 PER ABOA SF** for Years 6-10, and **\$29.781632 PER ABOA SF** for Years 11-15 based upon the methodology outlined under the "Payment" clause of GSA Form 3517B. There will be no rent charged for space in excess of 12,400 ABOA SF; such extra space will be provided at no charge to the Government."

C. Rent is subject to adjustment based upon the final Tenant Improvement cost and Building Specific Security Costs to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

INITIALS:

LESSOR

&

SK
GOVT