

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 27 2011

LEASE NO.

GS-06P-11062

THIS LEASE, made and entered into this date by and between **Ted Robb**

whose address is

[REDACTED ADDRESS]

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:

A total of 24,000 rentable square feet (RSF) of office and related space, which yields 19,782 ANSI/BOMA Office Area square feet (USF) of space on the first floor at Pacific Plaza, 703 S. Webb Road, Grand Island, NE 68803-5122 as indicated on the attached Floor Plan marked Exhibit C. A total of 58 non-reserved surface parking spaces are provided at no cost to be used for such purposes as determined by the General Services Administration. In addition, 14 secured surface parking spaces are to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for 15 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 120 calendar days after the Lease Contracting Officer issues the Tenant Improvement Notice to Proceed.

3. The Government may terminate this lease in whole or in part at any time after the 10th year by giving at least 90 calendar 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.

4. The Lessor shall furnish to the Government, as part of the rental consideration, the following: Facilities, services, utilities, maintenance, parking and tenant improvements shall be provided in accordance with the terms of the attached Solicitation for Offers ONE2021.

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

LESSOR

SIGNATURE **TED ROBB**

[REDACTED SIGNATURE]

NAME OF SIGNER

Ted Robb

ADDRESS:

IN THE PRESENCE OF (SIGNATURE)

[REDACTED SIGNATURE]

NAME OF SIGNER

Roger Boltz

UNITED STATES OF AMERICA

SIGNATURE

[REDACTED SIGNATURE]

NAME OF SIGNER

Sheri DeMartino

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

5. The following are attached and made a part hereof:
 - A. Exhibit A, Proposed Site Plan (1 page)
 - B. Exhibit B, Proposed Base Plan (1 page)
 - C. Exhibit C, General Notes (2 pages)
 - D. Representations and Certifications GSA Form 3518 (Rev. 1/07) (7 pages)
 - E. Solicitation For Offers ONE2021 (55 pages)
 - F. Solicitation For Offers Amendment #1 (4 pages)
 - G. General Clauses GSA Form 3517B (Rev.11/05) (33 pages)
 - H. 552.270-7 Fire and Casualty Damage (JUN 2008)
 - I. Form B: [REDACTED] Document (2 pages)
 - J. Solicitation Provisions GSA Form 3516A (REV12/03) (6 pages)

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

Years	Annualized							Total Annual Rent	Total Monthly Rent
	RSF	USF	Shell	Cost of Services	Tenant Improvement Allowance	Secured Surface Parking			
1 - 3	24,000	19,782	\$228,000.00	\$108,000.00	\$103,026.03*	\$5,040.00	\$444,066.03	\$37,005.50	
4 - 6	24,000	19,782	\$245,040.00	\$108,000.00	\$103,026.03*	\$5,418.00	\$461,484.03	\$38,457.00	
7 - 9	24,000	19,782	\$263,520.00	\$108,000.00	\$103,026.03*	\$5,824.00	\$480,370.03	\$40,030.84	
10	24,000	19,782	\$283,200.00	\$108,000.00	\$103,026.03*	\$6,260.80	\$500,486.83	\$41,707.24	
11 - 12	24,000	19,782	\$283,200.00	\$108,000.00	-	\$6,260.80	\$397,460.80	\$33,121.73	
13 - 15	24,000	19,782	\$304,320.00	\$108,000.00	-	\$6,730.36	\$419,050.36	\$34,920.86	

*A Tenant Improvement Allowance of \$707,629.84 is to be amortized through the rent at a rate of 8.00% for 120 months. The amortization term will be established through a Supplemental Lease Agreement once substantial completion has occurred. In accordance with SFO Paragraph 3.3 *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO ONE2021. Rent for a lesser period shall be prorated. Rent shall be made payable to:



7. Fees applicable to Tenant Improvements shall not exceed:
 - General Conditions: 3% of the Tenant Improvement project cost
 - General Contractor's Fee: 8% of the Tenant Improvement project cost
 - Architectural/Engineering: \$35,000.00 Flat Fee and 8% on amount in excess of \$707,629.84
 - Lessor's Project Management Fees: 2.13% of the Tenant Improvement project cost
8. In accordance with SFO Paragraph 4.1 C. *Common Area Factor*, the Common Area Factor is established as 1.213224.
9. In accordance with SFO Paragraph 4.2 *Tax Adjustment*, the lease is subject to real estate tax escalation. The percentage of Government occupancy is established as 100%.
10. In accordance with SFO Paragraph 4.3 *Operating Costs*, the escalation base is established as \$108,000.00 per annum.
11. In accordance with SFO Paragraph 4.4 *Adjustment for Vacant Premises*, the adjustment for vacant space is \$1.64 per ANSI/BOMA office area square feet.
12. In accordance with SFO Paragraph 4.6 *Overtime Usage*, the rate for overtime usage is established as \$9.58 per hour for the entire space or any portion thereof.

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GS-06P-11062

- 13. The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have 24 hour HVAC. All areas requiring 24 hour HVAC will be provided at an annual cost of \$75.00 per 100 USF. The cost to provide 24 hour HVAC service is reimbursed separately from the rent. The Lessor must submit a proper invoice bi-annually to the Nebraska Field Office at Roman L. Hruska Courthouse, 111 South 18th Plaza, Suite C31, Omaha, NE 68102-1321.
- 14. Janitorial cleaning/maintenance are to be performed during tenant working hours, Monday thru Friday excluding Federal holidays.
- 15. Any shell build-out costs that are above \$827,500.00 shall remain the Lessor's cost, and shall not be reflected in a revised shell rental rate.
- 16. All questions pertaining to this Lease shall be referred to the Lease 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 the Lessor except as provided by the terms of this Lease or authorized **in writing** by the Lease 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.

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GS-06P-11062