

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 13
	TO LEASE NO. GS-06P-90005
ADDRESS OF PREMISES  4245 S. 121 <sup>st</sup> Plaza Omaha, NE 68137-2132	PDN Number: <b>PS0021438</b>

**THIS AMENDMENT** is made and entered into between **Sportscenter Properties, LLC**

whose address is: 126 East Grove Street  
West Point, NE 68788-1860

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 establish the substantial completion date of Tenant Improvements, to establish the Notice To Proceed with Change Order #17, and to provide invoicing instructions for the lump sum build out 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 July 1, 2013 as follows:

1. Paragraph 1 of the Lease is amended in part to state the following address:

4245 S. 121<sup>st</sup> Plaza, Omaha, NE 68137-2132

2. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

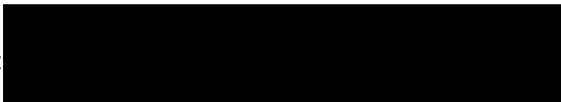

To Have and To Hold the said Premises with their appurtenances for the term beginning on July 1, 2013 through June 30, 2033, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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:   
 Title: Owner  
 Entity Name: Sportscenter Properties, LLC  
 Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature:   
 Name: Shon Demarino Joseph J. Schurle  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, 6PRW  
 Date: 8/2/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 7-23-13

3. Paragraph 3 of the Lease is amended in part to state the following:

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

	JULY 1, 2013 – JUNE 30, 2023	JULY 1, 2023 – JUNE 30, 2033
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$537,143.04	\$537,143.04
TENANT IMPROVEMENTS RENT	\$ 116,356.14	\$0.00
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00
OPERATING COSTS	\$ 103,629.00	\$ 103,629.00
PARKING	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$757,128.18</b>	<b>\$640,772.04</b>

Annual rental rates stated above do not include the Commission Credit per Paragraph 9 of the Lease. The Commission Credit is outlined below in Paragraph 6.

4. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

The Government may terminate this Lease in whole or in part at any time after June 30, 2023 by giving at least ninety (90) 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. Paragraph 7 of the Lease is amended in part to state the following:

Rent includes a Tenant Improvement Allowance of \$44.68 per usable square foot, or \$844,452.00, to be amortized through the rent from July 1, 2013 through June 30, 2023 at the rate of 6.75%.

6. In accordance with Paragraph 9 of the Lease, the remaining Commission Credit of [REDACTED] shall be credited to the shell rental portion of the annual rental payments 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 until the credit has been fully recaptured. The monthly rent schedule to recapture the Commission Credit is as follows:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$63,094.02	\$44,761.92	[REDACTED]	[REDACTED]
2	\$63,094.02	\$44,761.92	[REDACTED]	[REDACTED]
3	\$63,094.02	\$44,761.92	[REDACTED]	[REDACTED]

7. Change Order #17 is listed below:

CO Number	Description	Reference	Amount
17	MIRS/COMM Room #137 (Plywood and Outlet)	Exhibit A	[REDACTED]
		<b>Total:</b>	[REDACTED]

8. Paragraph 2 of Lease Amendment 12 is deleted in its entirety and replaced with the following:

The total amount of Tenant Improvements is \$1,940,131.11. In accordance with paragraph 7 of the Lease, Tenant Improvements in the amount of \$844,452.00 will be amortized in the rent at the rate of 6.75% over 120 months. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

INITIALS: SPARTACANTER  
ESSOR & GOVT

The balance of \$1,095,679.11 will be paid by lump sum in accordance with Paragraph 3 below.

9. Paragraph 3 of Lease Amendment 12 is deleted in its entirety and replaced with the following:

Lump Sum Payment:

Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$1,095,679.11 in a lump sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- **PDN # PS0021438**
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Lease Amendments #3 - #13, building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to:

General Services Administration  
Attn: Joseph Schurle  
1500 E. Bannister Road (6PRW)  
Kansas City, MO 64131

10. 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.

11. In accordance with Paragraph 15 of the Lease, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to Joseph Schurle by July 31, 2013.

*Sportscenter*

INITIALS: JK & JK  
LESSOR & GOVT