

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-06P-31015
ADDRESS OF PREMISES Star Building 850 S Street Lincoln, NE 68508-1225	PDN Number: PS0025965

THIS AMENDMENT is made and entered into between **STAR CITY/FEDERAL LLC, MARATHON PROPERTIES, INC,** **MANAGER**

whose address is: **11222 DAVENPORT ST**
OMAHA, NE 68154-2628

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 firm term, initiate payment of amortized Tenant Improvements and Building Specific Amortized Capital, and reconcile change orders associated with building renovations authorized under Lease Amendment 2.

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, as follows:

- Tenant Improvements and Building Specific Amortized Capital are accepted as substantially complete effective October 1, 2016. In accordance with the paragraph entitled *Lease Term* on page 1 of GSA Form L201C, and the terms of Lease Amendments 2 and 3, the six year firm term of the Lease is hereby established as October 1, 2016, through September 30, 2022.
- The original Notice to Proceed (NTP) provided in Lease Amendment 2 authorized Tenant Improvements (TI) in the amount of \$3,760,924.76 and Building Specific Amortized Capital (BSAC) in the amount of \$977,135.48, for a total project cost of \$4,738,060.24.
- Subsequent change orders have been approved as outlined in the table below:

<u>Change Order</u>	<u>Description</u>	<u>Amount</u>
1	Power, data, and phone for 13 additional workstations	[REDACTED]

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: [REDACTED]
Name: [REDACTED]
Title: Member
Entity Name: Star City/Federal LLC
Date: 2016 Nov 8

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 18 NOV 16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: MARKETING / ADMINISTRATIVE
Date: 11/8/16

2	Wireless access points	██████████
3	Electric and data revisions required for final furniture plan	██████████
4	Relocate computer training room and provide vertically retractable acoustical wall in 2012	██████████
5	Furniture wiring changes	██████████
6	██	██████████
7	██	██████████
8	██	██████████
9	Wall revisions in 2010, 2011, and 2012	██████████
10	Fiber switch in 2074	██████████
11	Low voltage face plates at work stations	██████████
12	Removal of WHIP and fiber cable in 2039	██████████
13	Landlord provided reheats (credit)	██████████
14	Modifications to 1040	██████████
15	Replace carpet in 1012 – 1018	██████████
16	Replace lavatory faucet aerators with 1.5 gpm aerators	██████████
17	██████ removal in 1012 – 1017	██████████
18	Void	
19	North entrance ██████████	██████████
20	Modifications to ██████████	██████████
21	██	██████████
22	After hours work in mail room	██████████
23	Modifications to ██████████	██████████
24	Changes to doors 1038 and 1077, new door at Stair B1	██████████
25	Overtime for electrical for furniture connections in 1030	██████████
26	Overtime for electrical for furniture connections in 1017	██████████
27	Wall type M instead of E in 1005A/B/C, 2076/2076A, 2077/2077A/2077B/2077C/2077D (credit)	██████████)
28	Additional light fixtures outside 2018 and inside 2038	██████████
29	New carpet in 1006, 1007, 1008, 1009, 1010, and 1011	██████████
30	██	██████████
31	Additional data jacks for IT office space	██████████
32	Redesign bid documents for installation of auto-feed paper towel dispensers in all restrooms	██████████
	Total	\$569,583.35

4. Accordingly, the revised total project cost is \$5,307,643.59.

5. In accordance with the terms of Lease paragraphs 1.08 and 1.11, TI in the amount of \$3,978,810.00 and BSAC in the amount of \$663,135.00 shall be amortized over the firm term of the lease at an annual interest rate of 5 percent, as outlined below in paragraph 6. The remaining balance of \$665,698.59 shall be paid in a lump sum, as outlined below in paragraph 7.

INITIALS: & SD
LESSOR & GOVT

6. The rent table in Lease paragraph 1.03A is hereby deleted and replaced with the following:

<u>Year</u>	<u>Shell Rent₁</u>	<u>Tenant Imp₂</u>	<u>BSAC₃</u>	<u>Op Costs₄</u>	<u>Total Annual Rent</u>
10/1/2015-9/30/2016	\$1,706,171.76			\$1,138,346.22	\$2,844,517.98
10/1/2016-9/30/2017	\$1,727,758.20	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,763,202.96
10/1/2017-9/30/2018	\$1,749,776.37	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,785,221.13
10/1/2018-9/30/2019	\$1,772,234.90	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,807,679.66
10/1/2019-9/30/2020	\$1,795,142.60	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,830,587.36
10/1/2020-9/30/2021	\$1,818,508.46	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,853,953.22
10/1/2021-9/30/2022	\$1,219,366.87	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,254,811.63
10/1/2022-9/30/2023	\$1,243,676.71			\$1,138,346.22	\$2,382,022.93
10/1/2023-9/30/2024	\$1,268,472.75			\$1,138,346.22	\$2,406,818.97
10/1/2024-9/30/2025	\$1,293,764.70			\$1,138,346.22	\$2,432,110.92

₁Includes negotiated real estate tax base of \$162,000.00. See also Paragraph 2.07.

₂The Tenant Improvement Allowance of \$3,978,810.00 is amortized at a rate of 5.0 percent per annum over 6 years.

₃Building Specific Amortized Capital of \$663,135.00 is amortized at a rate of 5.0 percent per annum over 6 years.

₄Operating Cost Adjustment applies per Paragraph 2.09.

7. Upon completion, review, and acceptance of the work by the Contracting Officer or his/her representative, and submission of a proper invoice, the Government shall pay the Lessor a lump sum payment in the amount of \$665,698.59 for TI and BSAC in excess of the allowance available to amortized under the Lease. Payment is contingent upon receipt of a proper invoice, which shall include:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- Invoice date.
- **GSA PDN # PS0025965 noted at top of invoice.**
- Lease contract number (GS-06P-31015), Lease Amendment Number (LA 5), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made. The **original** invoice must be submitted electronically at www.finance.gsa.gov or sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division
P.O. Box 17181
Fort Worth, TX 76102

A **copy** of the invoice must be provided to the following address:

General Services Administration
Attn: Sheri DeMartino, Lease Contracting Officer
West Leasing Services (Code 6P1RW)
2300 Main Street
Kansas City, MO 64108

8. The Lessor hereby waives restoration as a result of all improvements.

INITIALS:

[Signature]
LESSOR

&

SD

GOVT