

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 8
	TO LEASE NO. GS-06P-31015
ADDRESS OF PREMISES Star Building 850 S Street Lincoln, NE 68508-1225	PDN Number:

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 reflect an increase in operating rent.

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:


1. Work associated with Change Order 33 on Lease Amendment 6 has been accepted as substantially complete. Accordingly, as outlined in paragraph 3 of Lease Amendment 6, the annual operating rent will increase by \$33,093.00 effective March 2, 2017.
2. 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
10/1/2016-3/01/2017	\$1,727,758.20	\$768,941.61	\$128,156.93	\$1,138,346.22	\$3,763,202.96
03/2/2017-9/30/2017	\$1,727,758.20	\$768,941.61	\$128,156.93	\$1,171,439.22	\$3,796,295.96
10/1/2017-9/30/2018	\$1,749,776.37	\$768,941.61	\$128,156.93	\$1,171,439.22	\$3,818,314.13
10/1/2018-9/30/2019	\$1,772,234.90	\$768,941.61	\$128,156.93	\$1,171,439.22	\$3,840,772.66


This Lease Amendment contains 2 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: Member
 Entity Name: Star City/Federal LLC
 Date: 2017 Mar 20

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 21 Mar 2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: MARKETING / ADMINISTRATIVE
 Date: MARCH 20, 2017

10/1/2019-9/30/2020	\$1,795,142.60	\$768,941.61	\$128,156.93	\$1,171,439.22	\$3,863,680.36
10/1/2020-9/30/2021	\$1,818,508.46	\$768,941.61	\$128,156.93	\$1,171,439.22	\$3,887,046.22
10/1/2021-9/30/2022	\$1,219,366.87	\$768,941.61	\$128,156.93	\$1,171,439.22	\$3,287,904.63
10/1/2022-9/30/2023	\$1,243,676.71			\$1,171,439.22	\$2,415,115.93
10/1/2023-9/30/2024	\$1,268,472.75			\$1,171,439.22	\$2,439,911.97
10/1/2024-9/30/2025	\$1,293,764.70			\$1,171,439.22	\$2,465,203.92

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.

3. Lease paragraph 1.15, entitled *Operating Cost Base (Aug 2011)*, is hereby modified in part to reflect that, effective March 2, 2017, "...the base rate for operating costs shall be \$1,171,439.22 per annum."

4. The base year for purposes of annual adjustments in accordance with Lease paragraph 2.09, entitled *Operating Costs Adjustment (Jun 2012) Modified*, remains unchanged. In accordance with Lease Amendment 3, which established the lease term commencement date as October 1, 2015, the base month and year for calculations of operating cost adjustments is October 2015.

INITIALS:


LESSOR

&


GOVT