

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-LNE00051
ADDRESS OF PREMISES 6825 PINE ST. OMAHA, NE 68106-2857	PDN Number:

THIS AMENDMENT is made and entered into between
Suzanne and Walter Scott Foundation

whose address is: **6825 Pine St. Omaha, NE 68106-2857**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease as provided in this Lease Amendment.

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 August 1, 2017 (such date being the "Commencement Date") as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2017 through July 31, 2022. The Government may terminate this lease in whole or in part at any time after July 31, 2022, subject to the requirements herein.

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: Kenneth J. Wiercans
 Title: STC - Executive Director / Authorized Agent
 Entity Name: Suzanne & Walter Scott Foundation
 Date: 8/2/17

FOR THE GOVERNMENT:

Signature: _____
 Name: Kory R. Hochler
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 08/08/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Debra W. White
 Title: SVP
 Date: 8/2/17

	<u>FIRM TERM</u> 8/1/2017 – UPON COMPLETION, INSPECTION, & ACCEPTANCE OF IMPROVEMENTS	<u>FIRM TERM</u> UPON COMPLETION, INSPECTION, & ACCEPTANCE OF IMPROVEMENTS – 7/31/2022	<u>NON - FIRM TERM</u> YEARS 5 - 10 8/1/2022 - 7/31/2027
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$200,722.00	\$200,722.00	\$200,722.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$60,241.60 ⁵	\$0.00
BASE COST OF SERVICES ³	\$ 80,308.80	\$ 80,308.80	\$ 80,308.80
TOTAL ANNUAL RENT	\$281,030.80	\$341,272.40	\$281,030.80

¹Shell rent calculation:

\$20.00 per RSF multiplied by 10,048.60 RSF

²Upon completion, inspection, and final acceptance of space, Tenant Improvements of \$237,408.82 shall be amortized at a rate of 8 percent per annum over the number of whole months remaining before 8/1/2022.

³Base Cost of Services rent calculation: \$8.00 per RSF multiplied by 10,048.60 RSF.

⁵The Schedule for Completion of Space allows 90 working days (approximately 3 months) complete the improvements. The above amortization period assumes 57 months (60 months – 3 months) and shall be revised via a Lease Amendment at Acceptance of Space.

Section 1.08, Paragraph A of the lease is deleted and replaced with:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$33.89 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the number of whole months remaining before 8/1/2022 of this Lease at an annual interest rate of 8 percent.

INITIALS:  LESSOR &  GOVT