

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. GS-06P-11062

ADDRESS OF PREMISES Pacific Plaza
703 S. Webb Road
Grand Island, NE 68803-5122

THIS AGREEMENT, made and entered into this date by and between Ted Robb
whose address is [REDACTED]

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 Lease term and rental commencement date. A Government-caused delay resulted from the Government's decision, during the Lessor's development of Construction Drawings (CDs), to significantly revise the required square footage and secured parking under this Lease. The Lessor submitted CDs based on the Government's original requirements on April 11, 2012. The effective date of this Lease Amendment reflects the schedule outlined in SFO Paragraph 5.10, entitled *Construction Schedule and Acceptance of Tenant Improvements*.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 22, 2012, as follows:

1. 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 October 22, 2012 through October 21, 2027, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

Due to the Government not submitting revised requirements to the Lessor as of the signature date of this Lease Amendment, 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 with construction of the Tenant Improvements.

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: Ted Robb
Title: Owner
Entity Name: Ted Robb
Date: 10/2/12

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: Sheri DeMartino
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/9/12

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: Regent Baltz
Title: _____
Date: 10/2/12

2. Paragraph 3 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 October 21, 2022 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.

3. Paragraph 6 of the Lease is deleted in its entirety and replaced with the following:

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

Term	Annualized							
	RSF	ABOA	Shell	Cost of Services	Tenant Improvement Allowance	Secured Surface Parking	Total Annual Rent	Total Monthly Rent
October 22, 2012 – Substantial Completion	24,000	19,782	\$228,000.00	-	\$17,428.56*	-	\$245,428.56	\$20,452.38
Substantial Completion – October 21, 2015	24,000	19,782	\$228,000.00	\$108,000.00	\$17,428.56**	\$5,040.00	\$358,468.56	\$29,872.38
October 22, 2015 – October 21, 2018	24,000	19,782	\$245,040.00	\$108,000.00	\$17,428.56**	\$5,418.00	\$375,886.56	\$31,323.88
October 22, 2018 – October 21, 2021	24,000	19,782	\$263,520.00	\$108,000.00	\$17,428.56**	\$5,824.00	\$394,772.56	\$32,897.71
October 22, 2021 – October 21, 2022	24,000	19,782	\$283,200.00	\$108,000.00	\$17,428.56**	\$6,260.80	\$414,889.36	\$34,574.11
October 22, 2022 – October 21, 2024	24,000	19,782	\$283,200.00	\$108,000.00	-	\$6,260.80	\$397,460.80	\$33,121.73
October 22, 2024 – October 21, 2027	24,000	19,782	\$304,320.00	\$108,000.00	-	\$6,730.36	\$419,050.36	\$34,920.86

* A Tenant Improvement Allowance of \$119,707.30 is to be amortized through the rent at a rate of 8.00% for 120 months. The \$119,707.30 represents the Architectural/Engineering fees that have been incurred to date by the Lessor for the completion of the Design Intent Drawings and the Working/Construction Drawings.

** The remaining Tenant Improvement Allowance of \$587,922.54 is to be amortized through the rent at a rate of 8.00% for the remaining firm term after substantial completion. The amortization term will be established through a Lease Amendment 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:

Ted Robb

4. Paragraph 10 of the Lease is deleted in its entirety and replaced with the following:

In accordance with SFO Paragraph 4.3 *Operating Costs*, the escalation base is established as \$108,000.00 per annum.

The first full year for the base for the operating costs adjustment will be effective October 22, 2012.

5. Services required per SFO ONE2021 for an occupied building will not be required until the space is substantially complete.

Initials: TR & SD
Lessor Gov't

GS-06P-11062
LA #1

Lease Amendment Form 07/12