

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14
	TO LEASE NO. GS-06P-90005
ADDRESS OF PREMISES 4245 S.121 st Plaza Omaha, NE 68137-2132	PDN Number: NA

THIS AMENDMENT is made and entered into between **SGP Omaha LLC**, a Delaware limited liability company

whose address is: 670 N. Clark Street, Suite 300, Attn: Neal Ross
Chicago, IL 60654-3483

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

WHEREAS, Sportscenter Properties, LLC, a Nebraska limited liability company, being the former owner and Lessor, hereinafter called the Prior Lessor, of the property commonly known as 4245 South 121st Plaza, Omaha, Nebraska 68137, hereinafter called the Property, has transferred all of its respective rights and interests in the Property subject to the below-referenced Lease to the Successor-Lessor; and

WHEREAS, the parties hereto desire to amend the above Lease to: (a) recognize new owner of the Property as successor-in-interest to this Lease, and (b) establish the terms of the new owner's assumption of this Lease;

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

This Lease Amendment establishes a change in ownership of the Property and an assumption of the Lease, and amends certain portions of said Lease as set forth more fully herein.

1. The preamble of the Lease is hereby amended to state that the Lessor is:


SGP Omaha LLC

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: Authorized Signatory
Date: 3-26-15

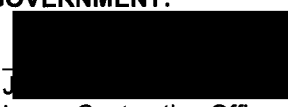
FOR THE LESSOR:

Entity Name: **SGP OMAHA LLC**,
a Delaware limited liability company
By: Strategic Government Properties LLC
Its: Sole Member
By: JLB Capital Advisors LLC
Its: Manager
By: A. Philip Auerbach, Authorized Signatory

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: _____
Date: 3/26/15

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/2/15



a Delaware Limited Liability Company that has succeeded to the Prior Lessor's interest in the lease by virtue of the acquisition of title to the property evidenced by that "Special Warranty Deed" dated May 19, 2014, which was filed for record and recorded in the office of the County Recorder of Douglas County, State of Nebraska.

2. Successor-Lessor warrants that it holds such title to or other interest in the premises described in the Lease and other property as is necessary to the Government's access to the premises described in the Lease and full use and enjoyment thereof in accordance with the provisions of this Lease.
3. Successor-Lessor hereby releases the Lessee (General Services Administration) from any and all liability for rental payments, lump sum items and reconciliation amounts which have been paid to Prior Lessor or its Assignee, prior to execution of this LA.
4. Successor-Lessor ratifies all previous actions taken by the Prior Lessor with respect to the Lease, with the same force and effect as if the action had been taken by the Successor-Lessor.
5. Successor-Lessor hereby assumes, approves and adopts Lease Number GS-06P-90005, effective before the effective date of this Lease Amendment, including the following modifications made between the Government and the Prior Lessor: (a) Supplemental Lease Agreement 1, (b) Supplemental Lease Agreement 2, (c) Lease Amendment 3, (d) Lease Amendment 4, (e) Lease Amendment 5, (f) Lease Amendment 6, (g) Lease Amendment 7, (h) Lease Amendment 8, (i) Lease Amendment 9, (j) Lease Amendment 10, (k) Lease Amendment 11, (l) Lease Amendment 12, and (m) Lease Amendment 13, Lease Number GS-06P-90005 together with items (a)-(m) above being referred to in this agreement as the Lease, and agrees to be bound by and to perform each and every term, covenant and condition contained in the Lease.
6. Successor-Lessor further assumes all obligations and liabilities of, and all claims and demands against, the Prior Lessor under the Lease in all respects as if the Successor-Lessor were the original party to the Lease.
7. The Successor-Lessor's Taxpayer Identification Number is [REDACTED]
8. The day-to-day management of the Lease on behalf of the Successor-Lessor has been designated to:

Investor's Realty, Inc.
11301 Davenport Street
Omaha, NE 68154-2629

INITIALS: APA LESSOR & PL GOV'T