

LEASE NO. GS-06P-LNE31026

Standard Lease
GSA FORM L201C (September 2014)

This Lease is made and entered into between

The 8000 Partnership

(Lessor), whose principal place of business is 8200 Cody Dr, Ste F, Lincoln, NE 68512, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

8000 S. 15th Street
Lincoln, NE 68512

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on January 1, 2016 and continuing for a period of

10 Years, 0 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

Name: Richard Krueger

Title: Manager

Entity Name: Krueger Development

Date: 2-26-16

[Redacted Signature]

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 8 March 16

W
[Redacted Signature]

LESSOR BY:

Name: _____
Title: Human Resource

Date: 2-26-16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 10,471 rentable square feet (RSF), yielding 9,314 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.1242. This factor, which represents the conversion from ABOA to rentable square feet shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 17 surface parking spaces, reserved for the exclusive use of the Government, and 45 parking spaces that shall be general surface/outside parking spaces.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1 - 5	YEARS 6 - 10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$118,947.18	\$127,415.52
TENANT IMPROVEMENTS RENT ²	\$ 4,806.02	\$00.00
OPERATING COSTS ³	\$ 45,575.32	\$ 45,575.32
TOTAL ANNUAL RENT	\$169,328.52	\$172,990.84

Shell rent calculation:
 \$11.359677204 per RSF multiplied by 10,471 RSF for Years 1-5
 \$12.168419444 per RSF multiplied by 10,471 RSF for Years 6-10
²The Tenant Improvement Allowance of \$24,030.12 is amortized at a rate of 0 percent per annum over 5 years. Payment will commence as established in a subsequent Lease Amendment at the time that Tenant Improvements are accepted as substantially completed by the Government.
³Operating Costs rent calculation: \$4.352527934 per RSF multiplied by 10,471 RSF

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 9,314 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. This subparagraph has been intentionally deleted.
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. This subparagraph has been intentionally deleted.

1.04 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES
GSA FORM 3517B GENERAL CLAUSES	47
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$2.58 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount will be amortized in the rent over five years of the term of this Lease at an annual interest rate of 0 percent. The repayment term shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Tenant Improvements by the Government. If the Government terminates this lease before the end of the amortization period, the remaining portion of the TIA shall become due immediately upon termination.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the first five years of the term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the first five years of the term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the first five years of the term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.11 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.12 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 10,471 RSF by the total Building space of 10,471 RSF.

1.14 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.