

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

JAN 27 2011

LEASE NO.

GS-06P-01031

THIS LEASE, made and entered into this date by and between **George P. Johnson**

whose address is



and whose interest in the property hereinafter described is that of **OWNER**

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,528 rentable square feet (RSF) of office and related space, which yields 5,224 ANSI/BOMA Office Area square feet (USF) of space on the first floor at Johnson Building, 214 West Highway 20, Valentine, NE 69201-2005 as indicated on the attached Floor Plan marked Exhibit C. In addition, a total of 529 RSF of warehouse space which yields 500 USF of space on the first floor at Johnson Building, 214 West Highway 20, Valentine, NE 69201-2005 as indicated on the attached Floor Plan marked Exhibit C. A total of 24 non-reserved surface parking spaces are provided at no cost to be used for such purposes as determined by the General Services Administration. In addition, 4 structured parking spaces are to be used for such purposes as determined by the General Services Administration. The 4 structured parking spaces shall contain 1,200 square feet. In addition, 391 RSF (369 USF) of rent free office and related space in excess of the total 6,057 RSF (5,724 USF) shall be provided by the Lessor to the Government as part of this lease for a total of 6,448 RSF (6,093 USF).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for 10 years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than 90 calendar days after the Lease Contracting Officer issues the Tenant Improvement Notice to Proceed.

3. The Government may terminate this lease in whole or in part at any time after the 5th year 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.

4. The Lessor shall furnish to the Government, as part of the rental consideration, the following: Facilities, services, utilities, maintenance, parking and tenant improvements shall be provided in accordance with the terms of the attached Solicitation for Offers ONE2013.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE GEORGE P. JOHNSON

George P. Johnson

NAME OF SIGNER

George P. Johnson

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

[Signature]

NAME OF SIGNER

Eric G. Johnson

UNITED STATES OF AMERICA

SIGNATURE

Sheri DeMartino

NAME OF SIGNER

Matthew W. Helmering Sheri DeMartino

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

5. The following are attached and made a part hereof:
- A. Exhibit A, Original Base Plans (1 page)
 - B. Exhibit B, Window and Awning Replacement Plan (1 page)
 - C. Exhibit C, Proposed Base Plans (1 page)
 - D. Representations and Certifications GSA Form 3518 (Rev. 1/07) (7 pages)
 - E. Solicitation For Offers ONE2013 (44 pages)
 - F. Special Requirements (1 page)
 - G. General Clauses GSA Form 3517 (Rev.11/05) (2 pages)

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

Months	Annualized							Total Annual Rent	Total Monthly Rent
	RSF	USF	Shell	Cost of Services	Tenant Improvement Allowance	Structured Parking			
1 - 60	6,448	6,093	\$74,897.46	\$33,770.48	\$44,064.76*	\$3,980.00		\$156,712.70	\$13,059.39
61 - 120	6,448	6,093	\$82,856.80	\$33,770.48	-	\$3,980.00		\$120,607.28	\$10,050.61

*A Tenant Improvement Allowance of \$187,674.30 is to be amortized through the rent at a rate of 6.50% for 60 months. The amortization term will be established through a Supplemental Lease Agreement once substantial completion has occurred. In accordance with SFO paragraph 3.1 *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 ONE2013. Rent for a lesser period shall be prorated. Rent shall be made payable to:

George P. Johnson


7. In accordance with SFO Paragraph 4.1 C. *Common Area Factor*, the Common Area Factor is established as 1.05826.
8. In accordance with SFO Paragraph 4.2 *Tax Adjustment*, the lease is subject to real estate tax escalation. The percentage of Government occupancy is established as 94.888%.
9. In accordance with SFO Paragraph 4.3 *Operating Costs*, the escalation base is established as \$33,770.48 per annum.
10. In accordance with SFO Paragraph 4.4 *Adjustment for Vacant Premises*, the adjustment for vacant space is \$5.8998 per ANSI/BOMA office area square feet.
11. In accordance with SFO Paragraph 4.6 *Overtime Usage*, the rate for overtime usage is established as \$0.00 for the entire space or any portion thereof.
12. Janitorial cleaning/maintenance are to be performed after daytime tenant working hours, Monday thru Friday excluding Federal holidays.
13. The rental consideration includes all costs for the warm lit shell and tenant finish as defined by the Solicitation For Offers. All requirements as defined by the Solicitation For Offers and lease will be met without additional cost.
14. Any shell build-out costs that are above \$62,000.00 shall remain the Lessor's cost, and shall not be reflected in a revised shell rental rate.

Initials:  & 
 Lessor Gov't

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15. All questions pertaining to this Lease shall be referred to the Lease Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized **in writing** by the Lease Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

Initials: AS & SD
Lessor Gov't

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