

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 8
	TO LEASE NO. GS-06P-90005
ADDRESS OF PREMISES  4245 S. 121 <sup>st</sup> Plaza Omaha, NE 68137-2132	PDN Number: PS0021438

**THIS AMENDMENT** is made and entered into between Sportscenter Properties, LLC

whose address is: 126 East Grove Street  
West Point, NE 68788-1860

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 Notice To Proceed with Change Order #13 and to provide invoicing instructions for the lump sum build out costs.

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 April 15, 2013 as follows:

1. Change Orders #9, #12 and #13 are listed below:

CO Number	Description	Reference	Amount
9	Racks for MIRS/COMM Room #137		TBD
12	Group Monument Sign		TBD
13	Gate and Fence	Exhibit A	[REDACTED]
		<b>Total:</b>	[REDACTED]

2. Paragraph 2 of Lease Amendment 7 is deleted in its entirety and replaced with the following:

The total amount of Tenant Improvements is \$1,923,819.24. In accordance with paragraph 7 of the Lease, Tenant Improvements in the amount of \$844,452.00 will be amortized in the rent at the rate of 6.75% over 120 months. In

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: [REDACTED]  
Name: [REDACTED]  
Title: Owner  
Entity Name: Sportscenter Properties, LLC  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: Shen Demarino  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 6PRW  
Date: 6/4/13

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

The balance of \$1,079,367.24 will be paid by lump sum in accordance with Paragraph 3 below.

3. Paragraph 3 of Lease Amendment 7 is deleted in its entirety and replaced with the following:

Lump Sum Payment:

Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$1,079,367.24 in a lump sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- **PDN # PS0021438**
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Lease Amendments #3 - #8, building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to:

General Services Administration  
Attn: Joseph Schurle  
1500 E. Bannister Road (6PRW)  
Kansas City, MO 64131

4. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the Lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion alterations will remain in the Leased space after termination of the Lease contract and will become property of the Lessor.

INITIALS:

*Spazzante*  
*RJL*  
LESSOR

&

*SD*  
GOV'T