

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

APR 01 2009

LEASE NO.

GSP-06P-90043

THIS LEASE, made and entered into this date by and between **RJL Development North, Ltd**  
whose address is c/o:**RJL Development North, Ltd.**  
**1660 South 70<sup>th</sup> Street, Suite 203**  
**Lincoln, Nebraska 68506**

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 **56,924** rentable square feet (RSF), consisting of **53,294** ANSI/BOMA Office Area square feet (USF) of office and related space located at **Williamsburg Village, Southwest Corner of 40<sup>th</sup> and Old Cheney Road, Lincoln, Nebraska 68516**, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 1, 2010, through December 31, 2024, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

**January 1, 2010 through December 31, 2019**


	Rate/RSF	Rate/USF	Total Annual	Total Monthly
Shell	\$16.5000000	\$17.6238601	\$ 939,246.0000000	\$ 78,270.5000000
TI's	\$ 4.4648986	\$ 4.7690150	\$ 254,159.8877145	\$ 21,179.9906429
<b>Parking Total</b>	<b>\$ 0.0000000</b>	<b>\$ 0.0000000</b>	<b>\$ 0.0000000</b>	<b>\$ 0.0000000</b>
Base Rent	\$20.9648986	\$22.3928751	\$1,193,405.8877145	\$ 99,450.4906429
Oper Rent	\$ 3.6500000	\$ 3.8986115	\$ 207,772.6000000	\$ 17,314.3833333
<b>Total Rent</b>	<b>\$24.6148986</b>	<b>\$26.2914866</b>	<b>\$1,401,178.4877145</b>	<b>\$116,764.8739762</b>

**January 1, 2020 through December 31, 2024**

	Rate/RSF	Rate/USF	Total Annual	Total Monthly
Shell	\$22.0200000	\$23.5198424	\$1,253,466.4800000	\$ 104,455.5400000
TI's	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000	\$ 0.0000000
<b>Parking Total</b>	<b>\$ 0.0000000</b>	<b>\$ 0.0000000</b>	<b>\$ 0.0000000</b>	<b>\$ 0.0000000</b>
Base Rent	\$22.0200000	\$23.5198424	\$1,253,466.4800000	\$104,455.5400000
Oper Rent	\$ 3.6500000	\$ 3.8986115	\$ 207,772.6000000	\$ 17,314.3833333
<b>Total Rent</b>	<b>\$25.6700000</b>	<b>\$27.4184539</b>	<b>\$1,461,239.0800000</b>	<b>\$121,769.9233333</b>

\*These rates exclude CPI escalations, in accordance with Paragraph 3.6 of SFO No. 8NE2026.

\*These rates exclude future tax adjustments, in accordance with Paragraph 3.4 of SFO No. 8NE2026.

4. The Government may terminate this lease, in whole or in part, at any time on or after **12/31/2019**, by giving the Lessor at least ninety (90) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.INITIALS:   
LESSOR&   
GOVERNMENT

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

TERM	ANNUAL RENT	RATE PER SQ. FT.	MONTHLY RATE
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provided notice be given in writing to the Lessor at least \_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing. Paragraph Deleted

6. Rental is subject to the Government's measurement of plans submitted by the Lessor and/or a mutual on-site measurement of the space and will be based on the rate, per BOMA office area square foot as noted in Paragraph 3 above, in accordance with Clause 26 (PAYMENT), GSA form 3517, General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum BOMA office area square footage requested in SFO Paragraph 1.1, (Amount and Type of Space). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**RJL Development North, Ltd.  
1660 South 70<sup>th</sup> Street, Suite 203  
Lincoln, Nebraska 68506**

7. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) **8NE2026**.
  - B. Buildout in accordance with Solicitation for Offers **8NE2026**. The Government shall prepare and provide the Design Intent Drawings (DID's) to the Lessor within sixty (60) working days subsequent to lease award (in coordination with the tenant agency). All tenant alterations to be completed within 180 working days from receipt of award or receipt of notice to proceed to construct tenant improvements, whichever is later. Lease term to be effective and rental to begin on date of occupancy, if different from Paragraph 2.
  - C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer or Representative.
  - D. Any deviation from approved construction plans or tenant alterations require approval by the Contracting Officer or Contracting Officer's Designee. Should Lessor make changes without approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
8. The following are attached and made a part hereof:
- A. Solicitation for Offers **8NE2026**,
  - B. GSA Form 3517B entitled General Clauses (Rev. 7/05),
  - C. GSA Form 3518 entitled Representations and Certification (Rev. 1/07),
  - D. Commission Agreement.

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

LESSOR: RJL DEVELOPMENT NORTH, LTD.	
BY _____ (Signature)	<u>President / CEO</u> (Title)
IN THE PRESENCE OF: _____	<u>1660 S. 70<sup>th</sup> St. Suite 203, Lincoln, NE 68506</u> (Address)

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LINCOLN, NEBRASKA  
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UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY:



\_\_\_\_\_  
*CONTRACTING OFFICER*  
*(Official Title)*

STANDARD FORM 2  
FEBRUARY 1965 EDITION

COMPUTER GENERATED FORM (10/91)

EXCEPTION TO SF-2  
APPROVED BY GSA / IRMS 12-89

9. In accordance with SOLICITATION FOR OFFERS 8NE2026, Paragraph 7.3 (Overtime Usage), the overtime usage is \$18.00 per hour to the Government. Normal hours of operation are established as 6:00 am to 6:00 pm, Monday through Friday.
10. In accordance with SOLICITATION FOR OFFERS 8NE2026, Paragraph 8.8 (Radon in Air) Radon Certification must be furnished within 30 days after occupancy. Any corrective action must be completed within 30 days after tests are completed at no additional costs to the Government. If re-testing is required, results shall be forwarded to the General Services Administration Contracting Officer.
11. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.10 (Common Area Factor), the common area factor (CAF) is established as 1.0681127 (53,294 usable square feet multiplied by 1.0681127 equals 56,924 rentable square feet of space).
12. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.10 (Tenant Improvement Rental Adjustment) the Lessor will fund a Tenant Improvement Allowance of \$35.00 per useable square foot based on 53,294 usable square feet, or \$1,865,290.00 for tenant improvement costs. The Lessor agrees to amortize the tenant improvement costs at a rate of six and one half (6.5%) percent over the ten (10) year firm term period of this lease contract, which results in an annual amortized tenant improvement rate of \$254,159.8877145, or \$4.7690150 per ANSI/BOMA Office Area Usable square foot, \$4.4648986 per rentable square foot. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above.

If the entire tenant improvement allowance, as noted herein above, is not used, the Government will adjust the rental rate downward to off-set the difference in the T.I. If additional useable square feet are acquired at any time during this lease, the Lessor agrees to fund the tenant improvement cost of that space at the same rate.

The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance, may use all or part of the Tenant Improvement Allowance, or may elect to make a one-time lump-sum payment for costs in excess of the allowance. The Government may return to the Lessor any unused or Lump Sum payment of the Tenant Improvement Allowance in exchange for the Government's choice of free rent or a decrease in rent according to the amortization rate over the firm term. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to reduce the Tenant Improvement requirements, amortize the additional costs, or pay Lump sum for the overage upon completion and acceptance of the improvements.

A Supplemental Lease Agreement (SLA) will be executed and the rent schedule revised once the Tenant Improvement Costs have been negotiated and approved. This SLA will give total annual dollars which includes shell rent, operating costs and tenant improvement amortization.

13. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.6 (Operating Costs Base), Operating Costs are established as \$207,772.60 per annum, or \$3.8986115 per BOMA office area square foot, \$3.6500000 per rentable square foot. The rent is subject to annual operating cost adjustments in accordance with Section 3.7 (A through E) of Solicitation for Offers No. 8NE2026.
14. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.8 (Building Shell Requirements), the shell rent rate is established as \$939,246.00 per annum, or \$17.6238601 per USF, \$16.5000000 per RSF for years 1 through 10. The lessor agrees to charge a shell rent rate of \$1,253,466.4800000, or \$23.5198424 per usable square foot, \$22.0200000 per rentable square foot for years 11 through 15.
15. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.12 (Adjustment for Vacant Premises), the rental rate reduction is established as ~~\$2.65~~ per rentable square foot. \$2.50 REC *AS*
16. In accordance with the SOLICITATION FOR OFFERS 8NE2026, Paragraph 1.13. Broker Commission and Commission Credit, the Lessor and Broker have agreed to a cooperating lease commission of [redacted] of the aggregate lease value for the ten (10) year firm term of the lease, or [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Total Commission: [redacted] of gross rent over the firm term, or [redacted]  
GSA Credit: [redacted] X [redacted] = [redacted]  
Broker: [redacted] X [redacted] = [redacted]

Broker shall be paid directly by Lessor, [redacted] of the Total Broker's Commission of [redacted] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is [redacted] (the "Commission Credit").

Credit") which shall not be paid to Broker, but shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant build-out amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate.

Notwithstanding Paragraph 3 of this Standard Form 2, the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment **\$116,764.8739762 (including \$78,270.5000000 shell rental rate)** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment **\$116,764.8739762 (including \$78,270.5000000 shell rental rate)** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

17. In accordance with SOLICITATION FOR OFFERS 8NE2026, Paragraph 3.3 (Tax Adjustment), the percentage of Government occupancy is established as 100% (based on Government occupancy of 56,924 rentable square feet and total building area of 56,924 rentable square feet). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum BOMA office area square feet stated in the SOLICITATION FOR OFFERS 8NE2026, and in accordance with GSAF 3517, GENERAL CLAUSES.



Page 4 of lease GSP-06P-90043 states the rental rate reduction for vacant premises is \$3.65 per rentable square foot. This amount assumes that all of the operating costs included in the \$3.65 rate would cease due to a vacancy. However, some of the costs would continue to be incurred. An analysis is included below that shows a rental rate reduction of \$2.50 is appropriate rather than \$3.65.

Rentable square feet	56,924	100.0%
Office Area square feet	53,294	93.6%
Common Area square feet	3,630	6.4%

	Total Cost	Continuing Cost	Cost Reduction
Annual operating costs:			
Cleaning / janitorial	██████████	██████████	██████████
Window washing	██████████	██████████	-
Gas and Electric	██████████	██████████	██████████
Heating/Cooling system	██████████	██████████	-
Electrical bulbs	██████████	██████████	██████████
Water	██████████	-	██████████
Restroom supplies	██████████	-	██████████
Plumbing system	██████████	██████████	-
Elevators	██████████	██████████	-
Fire Sprinklers/Alarm	██████████	██████████	-
Lawn and Landscaping	██████████	██████████	-
Garbage Removal	██████████	██████████	-
Snow Removal	██████████	██████████	-
Lawn Water	██████████	██████████	-
Ground and Parking Maintenance	██████████	██████████	-
Parking Electric Utilities	██████████	██████████	-
	0		
	<u>207,700</u>	<u>65,658</u>	<u>142,042</u>
Cost per rentable sq ft	\$ 3.65	\$ 1.15	\$ 2.50