

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MAR 03 2010

LEASE NO.

GS-06P-90044

THIS LEASE, made and entered into this date by and between **LEGACY 176, LLC**

whose address is

11717 Burt Street
Suite 102
Omaha, NE 68154-1500

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:

8,412 rentable square feet, which yields 7,380 ANSI/BOMA Office Area square feet (USF) of existing space on the third floor of the building located at 17310 Wright Street, Omaha, Nebraska 68130-2406 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are sixteen (16) on-site secure, parking spaces and one (1) on-site, non-secure parking space for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term for ten (10) years, with a firm term of five (5) 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 ninety (90) working days subsequent to the Government's issuance of the notice to proceed for the tenant improvements.

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

Effective on the day the space is accepted by the government rent shall follow for 8,412 rentable square feet, 7,380 ANSI/BOMA

Dates	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
Months 1 - 60	\$ 142,415.16	\$ 35,200.32	\$ 74,498.73	\$ -	\$ 252,114.21	\$ 21,009.52
Months 61-120	\$ 185,232.24	\$ 35,200.32	\$ -	\$ -	\$ 220,432.56	\$ 18,369.38

LESSOR

SIGNATURE **LEGACY 176, LLC**

NAME OF SIGNER

DAVID L. UNDERWOOD

ADDRESS

11717 Burt Street #102 OMAHA, NE. 68154

IN

NAME OF SIGNER

Tam Michalak

UNITED STATES OF AMERICA

NAME OF SIGNER

Christopher Bolinger

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LEGACY 176, LLC
 11717 Burt Street
 Suite 102
 Omaha, NE 68154-1500

4. The Government may terminate this Lease in whole or in part at any time after the fifth (5th) year by giving at least ninety (90) 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.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO dated September 9, 2009, as amended.
 - B. Build out in accordance with standards set forth in SFO dated September 9, 2009, as amended, and the Government's design intent drawings. The Government's design intent drawings shall be developed subsequent to award.
 - C. Deviations to the Government's design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9NE2013 dated September 9, 2009;
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment #9 to SFO No. 9NE2013 – Agency Special Requirements
 - E. Exhibit A – Floor Plans
 - F. Commission Agreement dated September 10, 2009
7. Rent includes a Tenant Improvement Allowance of \$306,180.04, to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 8.00%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. Rent includes does not include Building Specific Security Costs.
9. In accordance with SFO paragraph 2.3, *Broker Commission and Commission Credit*, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and JLL have agreed to a cooperating Lease commission of [REDACTED] of the firm term value of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon Lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises Leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured. The monthly rent schedule for the firm term is as follows:

Months	Total Monthly Rent	Monthly Shell Rent	Commission Credit	Total Net Monthly Rent
1	\$ 21,009.85	\$ 11,867.93	\$ [REDACTED]	\$ [REDACTED]
2	\$ 21,009.85	\$ 11,867.93	\$ [REDACTED]	\$ [REDACTED]
3-60	\$ 21,009.85	\$ 11,867.93	\$ -	\$ 21,009.85

10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1399 (8,412 RSF / 7,380 USF).

INITIALS: ML LESSOR & [Signature] GOV'T

11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 26.31% (8,412 RSF/ 31,972 RSF).
12. In accordance with SFO paragraph 4.3, *Operating Costs*, the escalation base is established as \$35,200.32 per annum.
13. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.39/USF for vacant space (rental reduction).
14. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$73.80 per useable square foot beyond the normal hours of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
15. In accordance with SFO paragraph 5.13, *Floor Plans After Occupancy*, the Lessor shall provide 1 copy of CAD as built drawings on CD-ROM to the contracting officer within 30 calendar days of completion of construction.
16. 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.
17. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased premises."
18. The Lessor shall not enter into negotiations concerning the space Leased or to be Leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. Within 5 days of Lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order to immediately remedy any cleaning, maintenance, janitorial, etc.
20. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implies, shall be admissible to contradict the provisions of this Lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.