

POST OFFICE DEPARTMENT

AMENDMENT TO LEASE

(TAX CLAUSE RIDER)

BOOK 448 PAGE 625

WHEREAS, by virtue of instrument dated December 23, 19 61, and recorded January 30, 19 62, in the Office of the Recorder of the County of Douglas, State of Nebraska, in Book No. 375, Page 603, 604, 605, 606, 607, 608, 609 and 610

(South 99' of Lots 5 and 6, Block 35, Florence) M.P.S. CORPORATION

hereinafter called the Lessor, leases to the United States of America, hereinafter called the Government, certain premises situated in Omaha, State of Nebraska, and described therein, for the basic term beginning December 8, 19 61, and ending December 7, 19 71; and

WHEREAS, it has been mutually agreed between the Lessor and the Government that certain changes be made in the terms and conditions of the aforesaid lease which are of mutual benefit to the Lessor and to the Government.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. Paragraph 4 of said lease is hereby amended to read:

"4. Effective January 1, 19 67, the Government shall pay the Lessor an annual rental of six thousand eight hundred sixty and no/100 Dollars (\$) 6,860.00, payable in equal installments at the end of each calendar month. Rent for part of a month shall be prorated."

2. Paragraph 5 of said lease is hereby amended to read:

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

| | | | |
|-----------------|-------------|-----------------|-----------|
| <u>Five (5)</u> | years at \$ | <u>6,450.00</u> | per annum |
| <u>Five (5)</u> | years at \$ | <u>6,450.00</u> | per annum |
| <u>Five (5)</u> | years at \$ | <u>6,050.00</u> | per annum |
| <u>Five (5)</u> | years at \$ | <u>5,750.00</u> | per annum |
| <u>Five (5)</u> | years at \$ | <u>DELETED</u> | per annum |

provided notice be given in writing to the Lessor at least 90 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."

3. Paragraph 17 of said lease is hereby amended to read; **effective January 1, 1967:**

"17. TAX CLAUSE RIDER.

(a) The lessor shall present to the Government the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this lease. Presentation of said tax bills shall be made in the manner and to the office shown in sub-paragraph (e) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation of said tax bills, the Government shall pay to the lessor, as additional rent due hereunder, the net amount of said taxes by check made payable to the lessor and the taxing authority issuing said tax bill. The lessor shall thereafter promptly indorse said check and turn the same over to the said taxing authority.

(b) If a part of said general real estate taxes applies to any period of the aforesaid lease term prior to the effective date stated in Item No. 1 of this Amendment, the Government will pay to the lessor the net amount of taxes in the manner described in the preceding paragraph and will deduct from the next succeeding monthly installment of rent a sum equal to one/twelfth (1/12th) of the amount set forth in the Tax Escalation Clause (Paragraph 17) of the aforesaid lease for each month of said tax year prior to the effective date stated in Item No. 1 of this Amendment.

(c) If a part of said general real estate taxes applies to any period subsequent to the expiration of the term of the aforesaid lease and the remainder of the general real estate taxes applies to the period of time within the term of the aforesaid lease, the Government shall be liable to pay the Lessor in the manner stated in this Amendment only that portion of said taxes applying to the period of time within the term of the aforesaid lease.

(d) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and building.

(e) The lessor shall furnish the Government tax bills and copies of all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may effect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt thereof by the lessor to:

Chief, Real Estate Branch
Wichita Regional Office, Post Office Department
Wichita, Kansas 67225

or to such other officer as he may in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the lessor or in the names of both. The lessor upon reasonable notice and request by the Government shall join in any such proceeding, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Government and the Government hereby covenants to indemnify and save harmless the lessor from any such penalties, costs or expenses. The lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose providing the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

(f) In the event the lessor fails to present to the Government the general real estate tax bills within three days from the receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Government will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

- 4. The lessor shall have this amendment recorded at its own cost and expense.
- 5. In all other respects, the said lease shall remain the same and is hereby confirmed.

IN WITNESS WHEREOF, the parties hereto and hereunto subscribed their hands and seals this 21 day of March, 1967.

WITNESSES:

E. Rasmussen

M. P. S. CORPORATION

By: *[Signature]*
Secretary Treasurer

(NO SEAL)

(Signature(s) and Typed Name(s) of Lessor)

WITNESSES:

Dorothy P. Wiley

THE UNITED STATES OF AMERICA

By: *[Signature]*

GILBERT P. MULLEN
Chief, Real Estate Branch
(Typed Name and Title)

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF Nebraska)
COUNTY OF Kearney) ss:

Personally appeared before me, a notary public in and for the county and State aforesaid,.....

J. R. Mc Bride

~~and~~ who ~~is~~ known to me to be the
Secretary-Treas ~~ant~~ of the M.P.S. Corporation ..

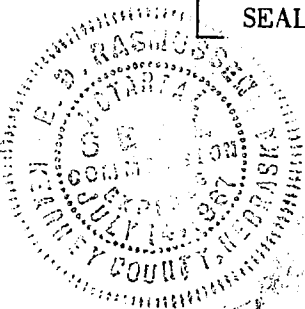
..... and
to be the same person who executed the foregoing lease, who deposes and says that ~~he knows~~
~~the seal of the said corporation, that the seal affixed to the above instrument is the seal of said cor-~~
~~poration, and that it was affixed, and that he signed~~ his name thereto, by authority of
the said corporation, for the purposes set forth, and as his own free and voluntary act.

The said corporation has no corporate seal

Done at Winona, Nebraska, in the county and State aforesaid, this 25th

day of March, 1967.

NOTARIAL
SEAL



E. B. Rasmussen
Notary Public.

My commission expires July 14, 1967

NOTE.— If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

Post Office Department

LEASE
FOR
POST OFFICE QUARTERS

Post Office.....

Lessor.....

Date.....

Term..... years.

Beginning.....

Rent: \$..... per annum.

Lease includes:

J. R. McBride
M.P.S. Corporation
Winden, Nebraska 68959



RECEIVED

1967 APR 25 AM 9 55

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DUNLAP COUNTY, NEBR.

Mail

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448
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