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U.S. POSTAL SERVICE
LEASE

BOOK 561 PAGE 387

MAIN OFFICE, STATION, BRANCH, ETC. **West Omaha Station**
CITY, COUNTY, STATE AND ZIP CODE **Omaha, Douglas, NE 68124**

1. This LEASE, made and entered into this 23rd day of JANUARY, 1976 by and between **84th & Center Corp.**

whose address is **1712 North Meridian Street Indianapolis, IN 46202** hereinafter called the Lessor,

for Lessor and Lessor's heirs, executors, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

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

2. The Lessor hereby leases to the Postal Service the following described premises, viz.:

All of those certain rooms shown outlined in red on the plot plan of the Shopping Center hereinafter described which plot plan is attached hereto and hereby made a part hereof and marked Exhibit "B", containing approximately 16,577 square feet, net inside measurements; together with the exclusive use of those certain areas in the rear for parking and maneuvering of Postal Service's vehicles containing approximately 27,437 square feet including but not limited to the fenced area shown outlined in green on Exhibit "B"; together with the joint use of access drives and parking and maneuvering areas approximating 30,000 square feet with 80 parking spaces designated for postal employee parking, all of which are situated at 8451 West Center Road, Omaha, Nebraska, in the shopping center known as Center Plaza Shopping Center, the legal description of which Shopping Center is set forth on Exhibit "A" attached hereto and hereby made a part hereof.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for:

THE TERM BEGINNING November 1, 1975	AND ENDING WITH October 31, 1985	TOTAL NUMBER OF YEARS Ten (10)
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4. The Postal Service shall pay the lessor an annual rental of: **Fifty-four Thousand One Hundred Forty-six and 40/100** Dollars. \$ **54,146.40** payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

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

NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)
(a) See Para. 23	\$59,219.50	(c) Five (5)	\$63,563.75	(e) DELETED	
(b) Five (5)	\$60,977.20	(d) Five (5)	\$65,321.45	(f) DELETED	

provided notice be given in writing to the Lessor at least 180 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 unless stated otherwise herein.

6. The Lessor shall furnish to the Postal Service under the terms of this lease, as part of the rental consideration, the following: **water and sewer service and maintenance in accordance with Paragraph 24.**

7. The Lessor shall at his expense record this lease in the proper recording office.

8. The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal Service shall, if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted.

~~10. (a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Postal Service shall decide to move the office into a building owned by the Postal Service.~~

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Postal Service, the growth of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Postal Service.

11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this lease, in good repair and tenable condition. He shall repaint the interior (including but not limited to the walls and ceilings) at least once every 5 years (unless the 5-year period is specifically extended in writing by the Contracting Officer) and at any other time that painting may become necessary as a result of fire or other casualty. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance men, for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the use for which leased.

(c) When the need arises for maintenance or repair or for restoration to a condition suitable for the purpose for which leased, the Postal Service shall (except in emergencies) give the Lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service in the case of work required pursuant to paragraph (b), cancel the lease. In addition, for any period the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable to the Postal Service by reason of such condition. Unfitness for use does not include unsuitability arising from such causes as design, size or location of the building or other portion of the leased premises.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Postal Service and if the total rental under this lease exceeds \$10,000 per year, or, at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of spaces in the building which the space covered by this lease is located exceeds \$10,000 per year.)

(a) As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.

(c) It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs incurred by the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

(d) The Lessor agrees to include or to require the inclusion of, the foregoing provisions of this clause (with the terms "Lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

14. (The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet.)

(a) All mechanics and laborers employed in construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of the building or facility covered by this agreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at an established capacity and efficiency for its intended purpose), shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions are permitted by the Copeland Regulations (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Lessor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Lessor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Lessor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section (b) (2) of 40 U.S.C. 276a or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall be not greater than the ratio permitted to the Lessor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Lessor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the work.

(f) The Lessor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three years thereafter for all laborers and mechanics employed in the work covered by this clause. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor as provided in paragraph (c) of this clause, he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(g) The Lessor shall submit weekly a copy of all payrolls to the Contracting Officer. The Lessor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Lessor indicating that the payrolls are incorrect and complete, that the wage rates contained therein are not less than those

determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this Agreement shall satisfy the requirement for submission of the above statement. The Lessor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of this clause.

(h) The Lessor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(i) The Lessor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

(j) The Contracting Officer may withhold or cause to be withheld from the Lessor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Lessor or any subcontractor on the work the full amount of wages required by the contract.

(k) If the Lessor or any subcontractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Lessor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

15. Overtime

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

16. Health and Safety Standards

(a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

17. Subcontract Provisions

The Lessor agrees to insert Clauses 14, 15, 16 and 17 of this Agreement in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

18. Assignment of Claims

(a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing.

(b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service. See Paragraph 26.

19. If the premises are mortgaged prior to or during the term of this lease, including any renewal option periods, the Lessor shall so inform the Contracting Officer and shall, upon request, furnish a mortgage subordination agreement on PS Form 7450.

PARAGRAPH 23

RENEWAL OPTION TERMS

The first renewal period shall be for a period beginning ten (10) years from the effective date of the Lease and in no event to extend beyond September 30, 1989. All other renewal option periods shall be for successive, five-year terms from the September 30, 1989, date.

PARAGRAPH 24

MAINTENANCE AND REPAIR CLAUSE

(a) The Lessor shall be responsible for all structural maintenance and repairs including foundations, exterior walls and roof. Additionally, the Lessor shall be responsible for maintenance, repair and/or replacement of plumbing, electrical and mechanical systems including, but not limited to, the heating, air conditioning including refrigerant and filters, and ventilating equipment. Lessor is further responsible for maintenance and repair of surfaced parking areas, driveways and maneuvering areas, including the policing for trash removal from said areas. Written notice to the Lessor of the need for maintenance and repairs shall be given by the Postal Service. Lessor shall be responsible for maintenance as hereinbefore stated except in case of damage arising from the Act or the negligence of the Postal Service's agents or employees.

(b) The Postal Service shall be responsible for all interior maintenance, repairs and/or replacement within the demised premises including all, but not limited to, entrance doors and exterior glass. Maintenance, repairs and/or replacement shall include (1) doors, (2) partitions, (3) floor covering, (4) light fixtures including ballasts, (5) plumbing fixtures, (6) hot water heater, (7) electrical outlets and switches, (8) sewer line stoppage and (9) painting. The Postal Service shall also be responsible for maintaining the premises in good order, condition and repair and keep said premises clean, sanitary and safe. It is also understood and agreed that the Postal Service shall be responsible for snow removal from fenced vehicle parking and maneuvering area to the rear of the premises. Maintenance, repair and/or replacement shall be the responsibility of the Postal Service for all postal equipment, fixtures and furniture including gasoline storage tank and pump installed in the rear parking and maneuvering area.

PARAGRAPH 25

SUBLETTING

Notwithstanding paragraph 8, the Postal Service will consult with the Lessor prior to sub-letting all or any part of the demised premises, or assigning such Lease, and will agree not to so sub-let or assign to any party for any use which may violate restrictions incorporated in any then existing leases in the Center Plaza Shopping Center, or affecting the same.

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PARAGRAPH 26

ASSIGNMENT

It is agreed and understood that paragraph 18(b) hereof shall not be deemed to preclude an assignment of the lease by the Lessor upon any sale, disposition or transfer of the building in which the demised premises are located and of which they constitute only a part; however, any such sale, disposition or transfer of the building shall bind the purchaser to the terms and conditions of this Lease.

PARAGRAPH 27

EXAMINATION OF RECORDS CLAUSE

(a) The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this Lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.

Paragraph 28 - TAX CLAUSE

The Lessor agrees to pay all taxes levied against the property subject to this lease during the basic term of the lease and any renewal periods. The Postal Service shall reimburse the Lessor 13.5% of the total tax bill levied against the building which amount is representative of the area occupied by the Postal Service of the entire building formerly referred to as the W. T. Grant Co. Building. Payment for taxes shall be on a pro rata basis to adjust the first and last years' taxes to coincide with the lease term and tax year. The term "general real estate taxes" shall exclude any fine, interest or penalty for nonpayment but shall include any discount offered for prompt payment whether or not the Lessor has taken advantage thereof. Reimbursement shall be made promptly after submission by the Lessor of copies of the tax bills, receipts (or other documentary evidence of payment) and a correctly calculated invoice.

The Lessor shall furnish the Postal Service copies of all notices and tax bills which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect 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 Manager, Real Estate, Area Real Estate & Buildings Office, 5700 Broadmoor, Suite 920, Mission, KS 66202, 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 Postal Service. The Postal Service 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. The Lessor, upon reasonable notice and request by the Postal Service, shall join in any such proceedings, 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 Postal Service and the Postal Service hereby covenants to indemnify and save harmless the Lessor from any such penalties, costs, or expenses. The Lessor shall cooperate with the Postal Service in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the Lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

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PARAGRAPH 29 - PARKING AND MANEUVERING AREA

The parties acknowledge and agree that it may be necessary at some future date to relocate and revise the fenced areas herein demised to the Postal Service for parking and maneuvering of Postal Service vehicles (as shown outlined in green on Exhibit "B"), in order to provide other tenants in the Center Plaza Shopping Center with convenient access to the loading docks and areas serving their respective premises. If such relocation and revision becomes necessary as a result of a justifiable need of any of such other tenants, the Lessor agrees that it shall make available to the Postal Service a substitute area (equal in size to the area lost by such relocation and revision) either contiguous to such existing parking and maneuvering area or otherwise convenient to the Postal Service's demised premises. If such relocation and revision becomes necessary or should be requested by any of such other tenants, and provided that Lessor provides substitute area approved by the Postal Service as provided above, the Postal Service agrees that it shall at its own and sole cost and expense remove, relocate and reconstruct the installed fence to the comparably improved substitute area(s) provided by Lessor, making all repairs necessary to the areas so vacated (from its original fenced area) which result from the removal of the fence.

20. The following paragraphs were deleted before execution:

Paragraphs 5(e), 5(f), 10(a), 10(b), 11(a)

21. The following paragraphs were added before execution:

Paragraphs 23, 24, 25, 26, 27, 28, 29

22. The following documents are incorporated in and made a part of this Lease:

It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by 84th & Center Corp., Elliott Freed, Vice-President; Jerome L. Gershman, Ass't Secretary and accepted by the Postal Service on September 25, 1975, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above.

SEAL

84th & Center Corp.

(Company, Corporate or Partnership Name)

(An Indiana Corporation) (State)

By [Signature] ELLIOTT FREED

Its Vice-President (Title)

By [Signature] JEROME L. GERSHMAN Assistant Secretary (Title)

WITNESSES:

[Signature] Brenda A. Royallass [Signature] Cynthia J. Johnson

WITNESSES:

[Signature] Janice S. Kypar

THE UNITED STATES POSTAL SERVICE

By [Signature] GILBERT P. MULLEN

Title Manager, Real Estate Contracting Officer Area Real Estate & Buildings Office

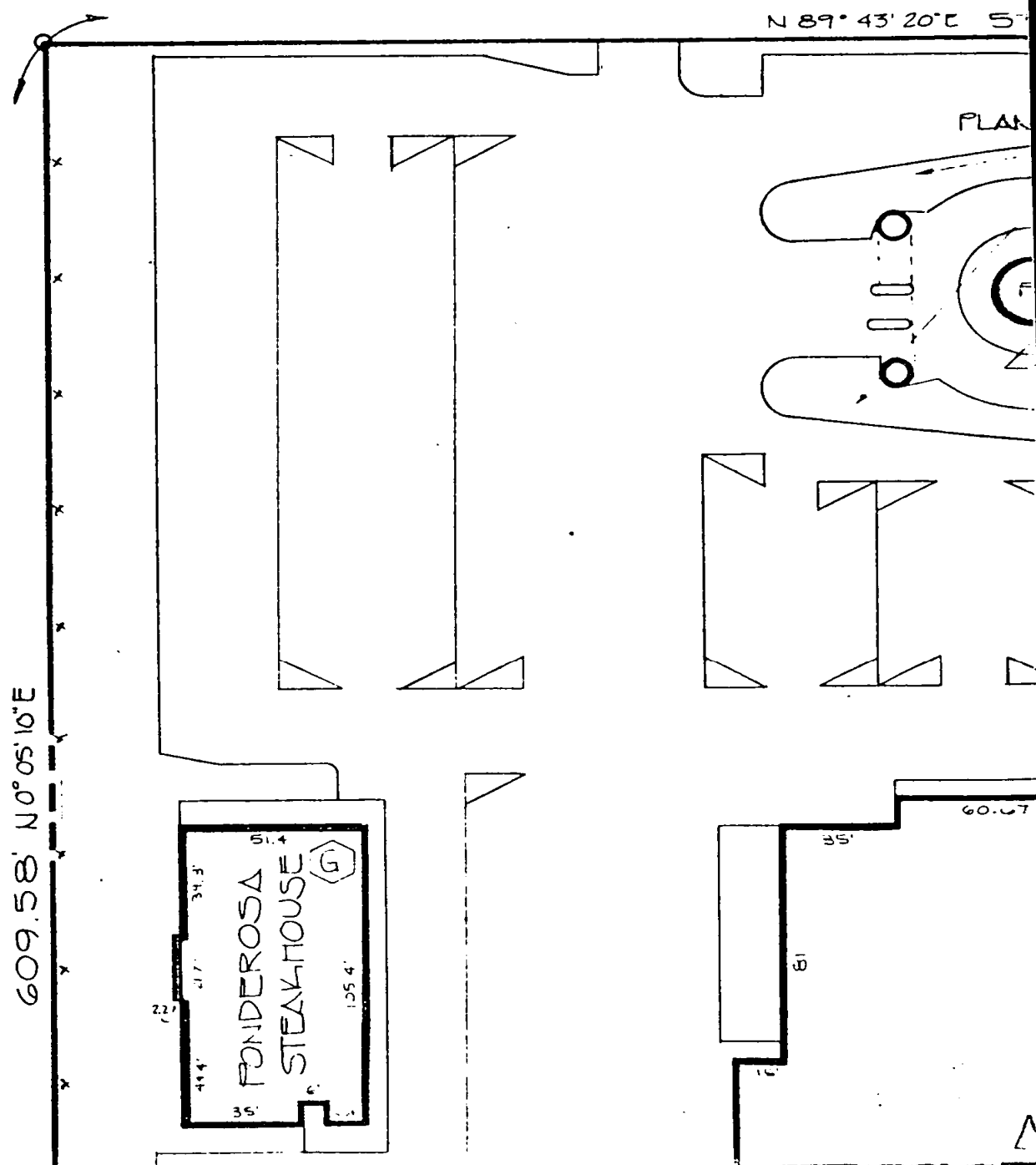
LEGAL DESCRIPTION
CENTER PLAZA SHOPPING CENTER
OMAHA, NEBRASKA

A part of Lots 1 through 7, inclusive; Lots 28 through 35, inclusive; and a part of Lots 36, 37 and 38, all in the Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska and including vacated 86th Street which tract of land is more particularly described as follows:

Commencing at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 34, T15N, R12E, of the 6th Principal Meridian; thence S 89°43'20"W, 50.00 feet; thence S 00°00'00"W, 367.00 feet to a point of beginning; thence S 00°00'00"W, 295.07 feet; thence S 89°50'30"W, 1271.05 feet; thence N 00°05'10"E, 609.58 feet; thence N 89°43'20"E, 579.80 feet; thence S 00°00'00"W, 16.00 feet; thence N 89°43'20"E, 85.00 feet; thence N 00°00'00"E, 16.00 feet; thence N 89°43'20"E, 262.00 feet; thence S 00°00'00"W, 317.00 feet; thence N 89°43'20"E, 343.00 feet to the point of beginning.

Said tract contains 15.286 Acres, more or less.

EXHIBIT "A"



E WEST CENTER ROAD

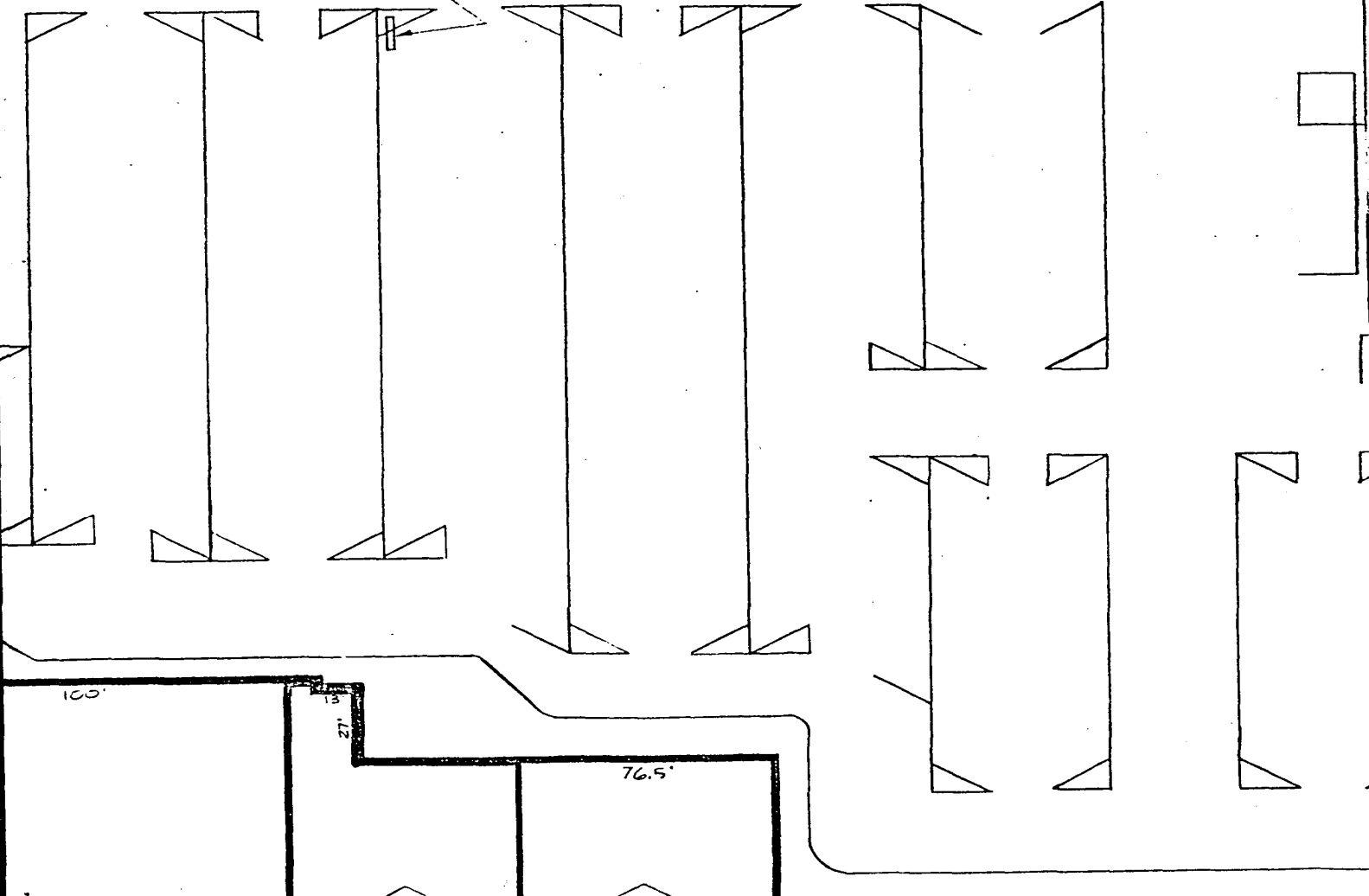
16.0' SOUTH

16.0' NORTH

85.0'
N81°43'20"E

262

SHOPPING CTR. PYLON SIGN



100'

15'
27'

76.5'

A2

A3

U.S. POST

ERIC

45'

B1

22'

B2

25'

WIFTS

B3

20'

B4

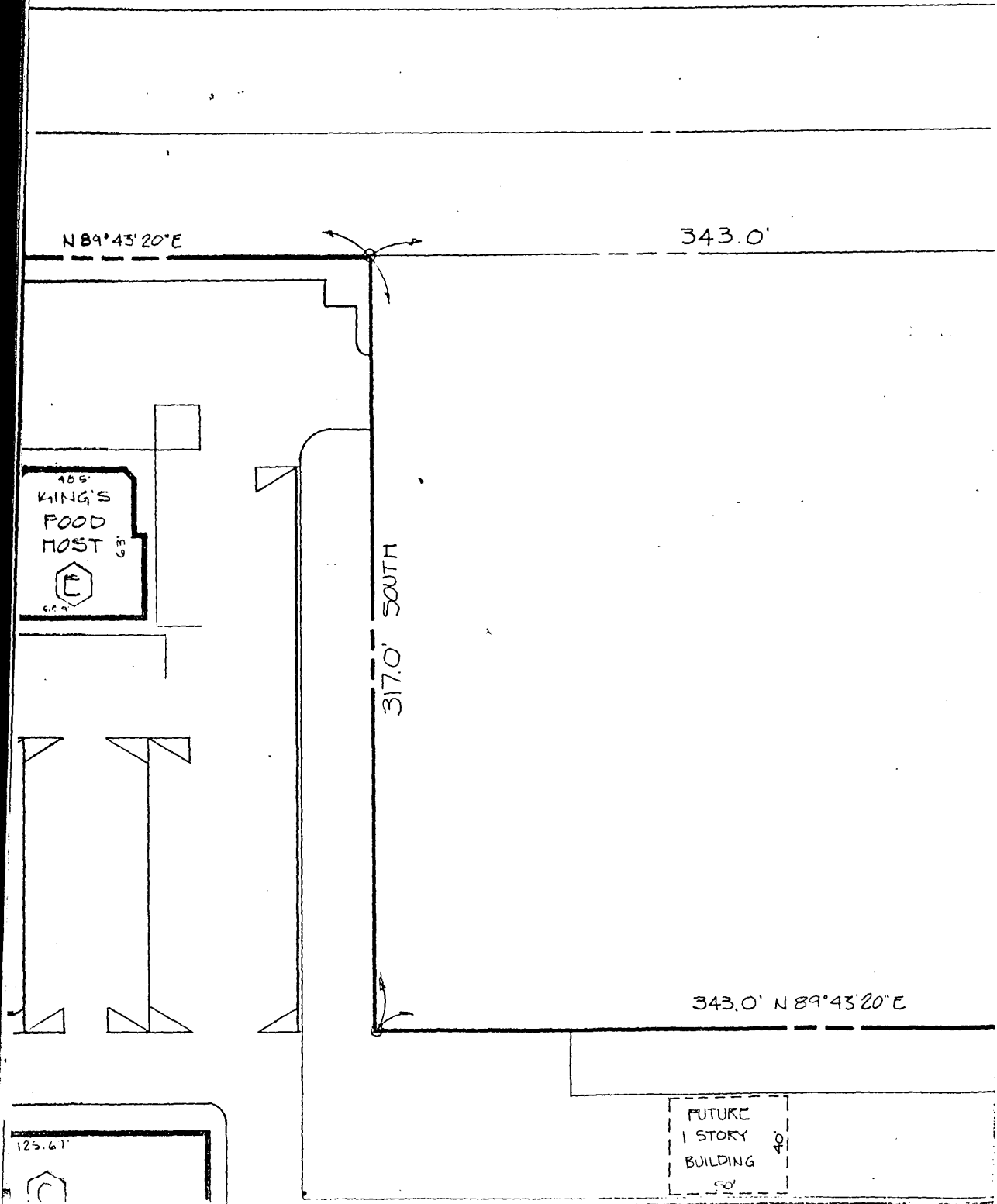
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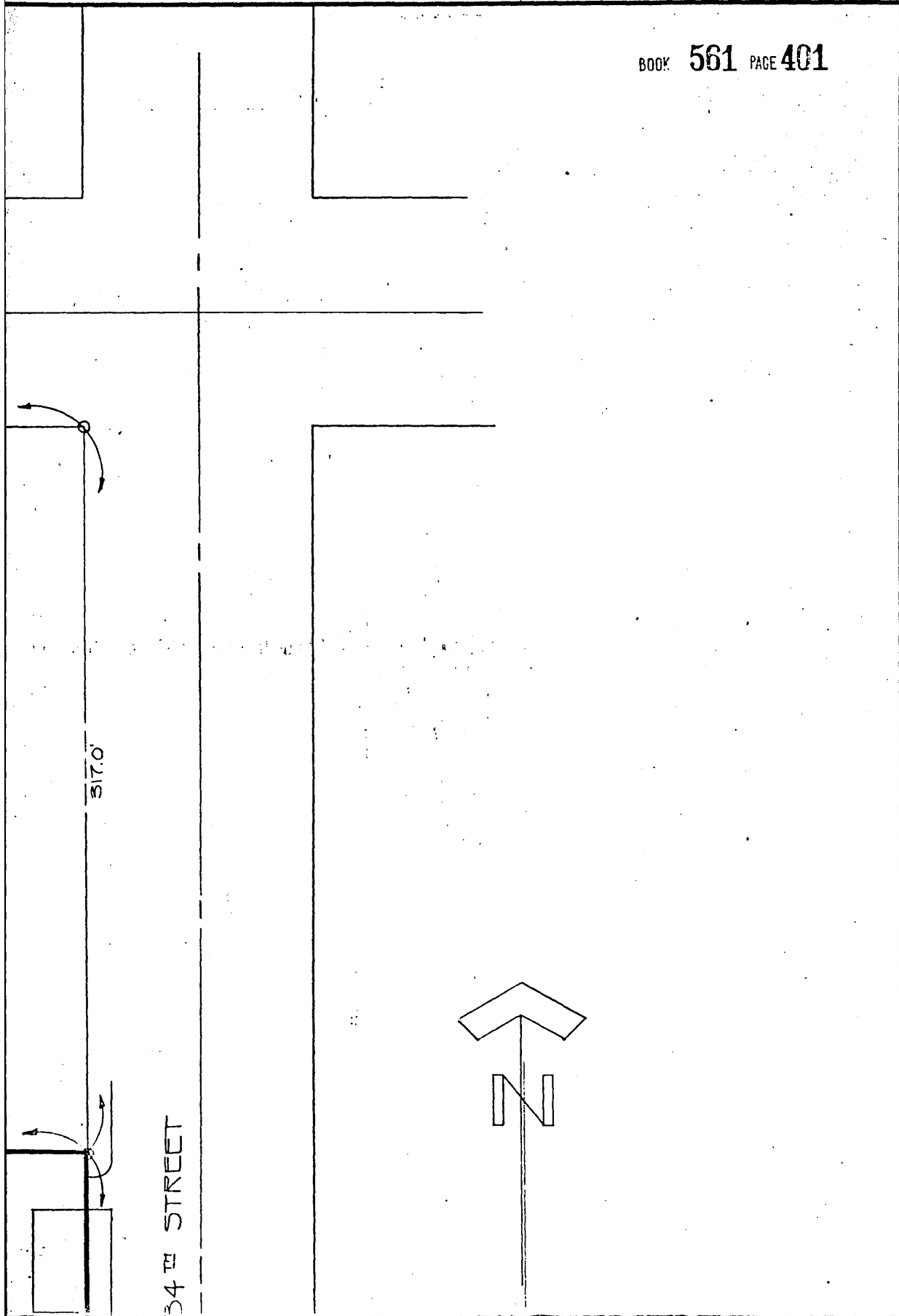
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20'

INGE

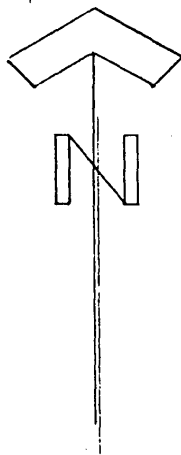
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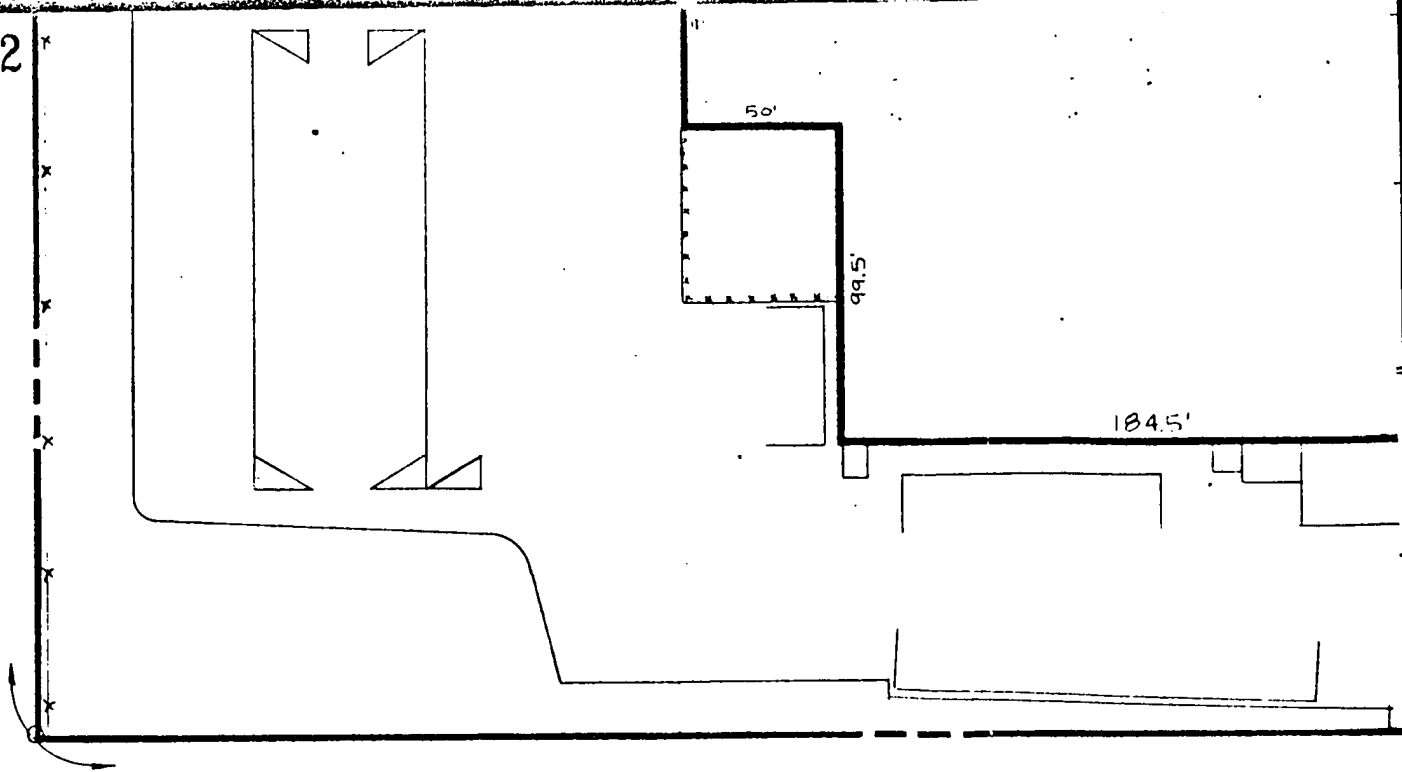




317.0

34TH STREET



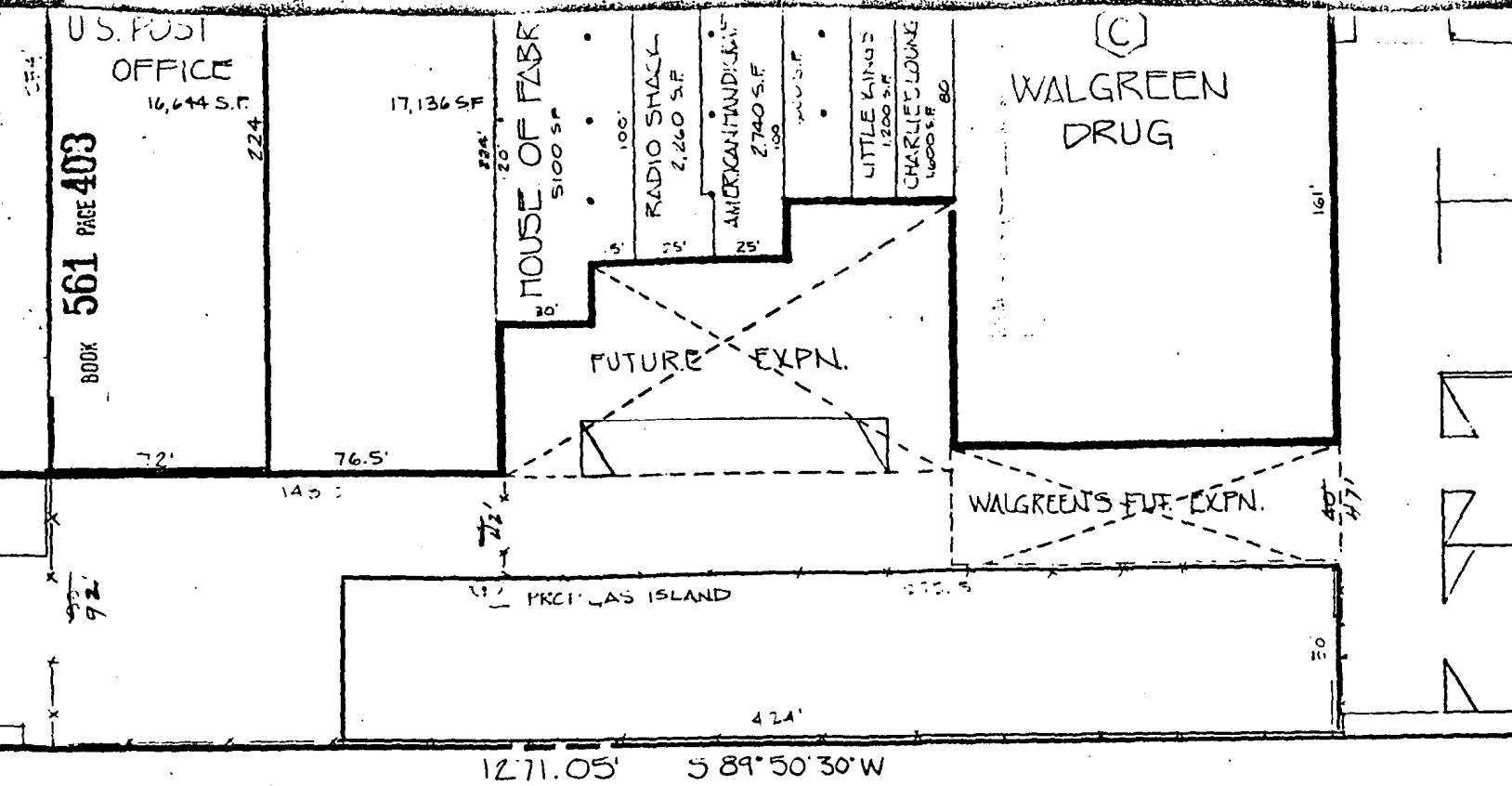


LAND

TOTAL NUMBER OF ACRES IN CENTER: 15.29 A±

PARKING

TOTAL NUMBER OF PARKING SPACES IN CENTER: 750 SPACES



PLOT PLAN

BUILDINGS

A1	ARDAN'S	54,517	S.F.
A2+3	SHOPS	33,780	S.F.
B	SHOPS	14,500	S.F.
C	WALGREEN'S	20,233	S.F.
D	GOODYEAR	8,026	S.F.
E	KING'S FOOD MOST	4,026	S.F.
F	NEBRASKA S+L	2,400	S.F.
G	PONDEROSA	5,426	S.F.
TOTAL		<u>142,908</u>	<u>S.F.</u>

100'

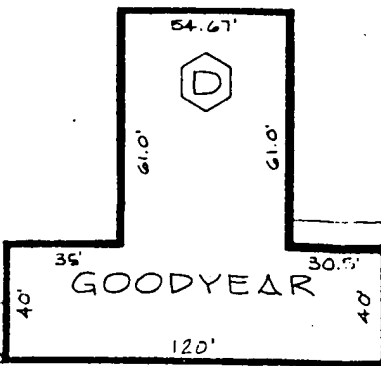
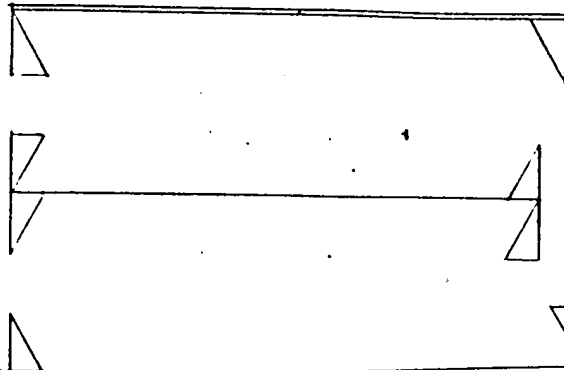
BOOK 561 PAGE 404

BOOK

40' 2 1/2'

50'

50'



295.07' SOUTH

← E 84

JOB NO.
CERTIFIED BY

BOOK 561 PAGE 405

295.07' SOUTH

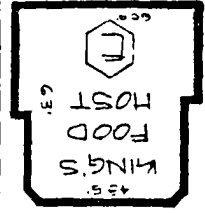
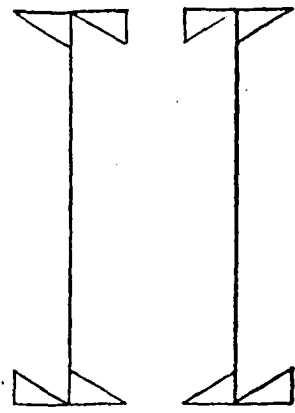


EXHIBIT "B"

JOB NO.		<p>CENTER PLAZA SHOPPING CENTER OMAHA, NEBRASKA</p> <p>MELVIN SIMON & ASSOCIATES, INC. DEVELOPER 1712 NORTH MERIDIAN STREET INDIANAPOLIS, INDIANA 46202 AREA CODE 317 926-0021</p>		8	
CERTIFIED BY				7	
				6	
		5		7-17-75	PAVING
		4		0-26-75	PARKING
		3		7-17-75	A2&3
		2		7-11-75	N.BNDRY. DIM'S.
		1		7-1-75	A 51. FT.
		NO.		DATE	DESCRIP.
		REVISIONS			
SCALE		DES. BY		DRAWING NUMBER	
1"=50'		R. RUBULS CONSULTING ENGINEER		6e	
		DRAWN BY		DATE	
		STAMP		6-11-75	

22.0' N89.45.20'

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EXHIBIT "B"

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF Indiana
COUNTY OF Mason ss:

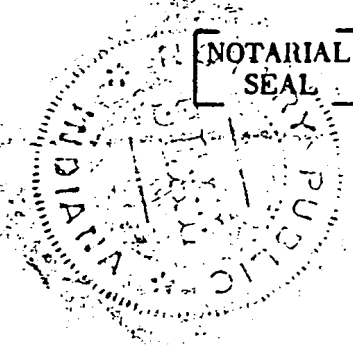
Personally appeared before me, a notary public in and for the county and State aforesaid,
ELLIOTT FREED

and JEROME L. GERSHMAN who are known to me to be the
Vice-President and Assistant Secretary of the 84th & Center Corp.

and
to be the same person who executed the foregoing lease, who depose and say that ~~they know~~
~~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~~ they signed their name^s thereto, by authority of
the said corporation, for the purposes set forth, and as their own free and voluntary act
and that the said corporation has no corporate seal.

Done at Indianapolis, in the county and State aforesaid, this 23rd
day of January, 19 76.

NOTARIAL
SEAL



Diane P. Dickinson
Notary Public.

My commission expires 7-15-79

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

West Omaha Station
Omaha, Douglas, NE 68124

Post Office.....

Lessor..... 84th & Center Corp.

Date.....

Term..... Ten (10) years.

Beginning..... November 1, 1975

Rent: \$ 54,146.40 per annum.

Lease includes: Lessor to furnish sewer and water service and maintenance as set forth in Paragraph 24 thereof.

33 Nov

RECEIVED
1976 FEB 17 PM 3:20
C. HAROLD OSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
Douglas County }

Entered in the Merical Index and filed for Record in the Office of the Register of Deeds on _____ and recorded in Book 561 of Plat Page 387

C. Harold Oster

Register of Deeds

By _____
Deputy

MAIL

70-1042
ext 61113

Return Recorded & fees to file 6450

Approved by me

BOX 2 P
76326 KP

70-103