

110-555

LEASE

MAIN OFFICE, STATION, BRANCH, ETC.

STATE OF IOWA

Main Office

Danbury, Woodbury County, Iowa 51019-9998

1. This LEASE, made and entered into this 18th day of October, 1985 by and between Beatrice Northern, Ltd.

hereinafter called the Lessor,

whose address is 1817 Summit, NE 68310-2566

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 that certain room 30'0" x 65'6" (less 6'0" x 12'6"), providing 1,890 square feet, net, inside measurements, first floor area; platform 10'0" x 15'0", providing 150 square feet; paved parking and maneuvering area 22'6" x 75'0" (less platform), providing 1,538 square feet; grass area 10'0" x 18'6" and 10'0" x 19'0", providing a total of 375 square feet; paved parking and driveway areas approximately 43'0" x 77'6" (less sidewalk and grass areas), providing approximately 2,637 square feet; concrete sidewalks 4'0" x 28'0" and 13'0" x 16'0", providing 320 square feet; paved driveway entrance 11'0" x 20'0", providing 220 square feet; approximately 100 lineal feet of concrete curbing; and approximately 35 lineal feet of wheel blocks, of the one-story masonry premises, situated on Lots 5, 6, and 7, Block 3, in Danbury, Woodbury County, Iowa.

Doc No 12993 Fee \$50.00
WOODBURY COUNTY, IOWA - Filed For Record
M/100AM No Day, Day 15 Yr. 1986
MOSE YANNEY RECORDER
By: [Signature]

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

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS
August 1, 1985	July 31, 1990	Five (5)

4. The Postal Service shall pay the lessor an annual rental of:

SIX THOUSAND SIX HUNDRED AND NO/100- - - - - Dollars, \$ 6,600.00

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) Five (5)	\$7,320.00	(c) DELETED		(e) DELETED	
(b) DELETED		(d) DELETED		(f) DELETED	

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 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:

Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises.

Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements.

Lessor agrees to provide and install light fixtures in accordance with contractual requirements.

Lessor agrees to furnish plumbing equipment and fixtures, including all lines, fittings, and connections necessary for proper operation.

U. S. Postal Service will pay separately metered charges for: heating fuel, electricity, water, and sewer service.

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 is intended to be used in connection with the Postal Service's operations in a building owned by the Postal Service.

~~DELETED~~

(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.

employees, maintain the demised premises (including the floor, walls, ceiling, and other interior surfaces) in good repair and tenable condition, including but not limited to the walls and ceilings) at least once every 5 years (unless the 5 year period is specifically extended or waived 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 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 repair 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. Equally, if the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area affected to the Postal Service by reason of such condition. Unfitness for use does not include unsuitability arising from such causes as drought, fire, or location of the building or other portion of the leased premises.

(c) Whenever there is a need for maintenance or a repair which is the Lessor's obligation under subparagraph (a) of this paragraph 11, or for restoration of the premises or any part thereof to a condition suitable for the purpose for which leased, the Postal Service may 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 of any such notice 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. The existence of the Postal Service's option to utilize the procedures prescribed in this subparagraph (c) does not relieve the Lessor of his affirmative obligation, under subparagraph (a) of this paragraph 11, to maintain the demised premises in good repair and tenable condition, nor of his affirmative obligation under subparagraph (b) of this paragraph 11, to put the premises in satisfactory condition for the purposes for which leased, in the event that the premises, or any part thereof, become

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 that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

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 31), 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 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 by making payment in cash, or by irrevocably making contributions pursuant to a fund, plan, or program law, 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.

(1) Only a basic hourly rate of pay, by making payment in cash, or by irrevocably making contributions pursuant to a fund, plan, or program law, 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.

(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 law, 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 correct 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. Compliance with OSHA Standards

To the extent this agreement is for construction, alteration, and/or repairs, the Lessor shall (i) comply with applicable Occupational Safety and Health Standards Title 29, Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable Federal, State, or local regulation governing work place safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, and (b) Postal Service employees, and (c) the public. The Lessor shall include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract shall be deemed to refer to the subcontractor.

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 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.

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.

20. The following paragraphs were deleted before execution:

Paragraphs 5(b) through 5(f).

Paragraphs 10(a) and 10(b).

21. The following paragraphs were added before execution:

None.

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

- PS Form 7449-F, Maintenance Rider, Page 7 of 9.
- PS Form 7419-C, Reimbursement of Paid Taxes Rider, Page 8 of 9.
- PS Form 7400-A, General Conditions to PS Form 7400.
- PS Form 7319-B, Representations and Certifications.
- PS Form 7319-C, Representations and Certifications, as modified.
- PS Form 7449-A, Form of Acknowledgment for Corporations.
- PS Form 7426, Designation of Emergency Repair Personnel.



MAINTENANCE RIDER

(a) The term "demised premises" as used in this section includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished or to be furnished by the lessor under this lease, and all common or joint use areas that are part of this lease.

(b) The Postal Service shall be responsible for ordinary repairs to and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the lessor in this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

(c) The lessor shall be responsible for:

- (1) repairs to all common or joint use areas that may be included as part of this lease agreement;
- (2) all structural repairs to the demised premises: Structural repairs as used in this subsection shall be limited to the foundation, bearing walls, floors (*not including floor covering*), column supports and all parts of the roof system (*including, but not limited to, roof covering, flashing and insulation*);
- (3) repairs resulting from Acts of God or of a public enemy;
- (4) repairs resulting from defects in building construction or installation of equipment, fixtures or appurtenances furnished by the lessor;
- (5) repairs resulting from fire or other casualties unless such casualties were caused by the acts or negligence of employees or agents of the Postal Service;
- (6) any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the lessor is responsible;

(d) When the need arises for repairs which are the responsibility of the lessor, the Postal Service shall (*except in emergencies*) give the lessor written notice of the needed repair and shall specify a reasonable deadline for completion of the work. A copy of such notice shall also be sent by certified or registered mail to Lessor's mortgagee and assignee of monies due or to become due pursuant to this lease. These names will have been furnished to the Postal Service by the lessor. If none of these parties (*lessor, mortgagee or assignee*) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (*or any extension thereof granted at the sole discretion of the Postal Service*) or actually 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 of such work from payments due under this lease. Alternatively, the Postal Service may at its sole discretion, cancel this lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

Reimbursement of Paid Taxes Rider

1. The lessor agrees to pay all general real estate taxes levied on the land and buildings hereby demised. Upon final payment of the annual taxes due, the Postal Service will reimburse the lessor for all general real estate taxes applicable to any period of time within the term of this lease. The lessor must pay the general real estate taxes covered herein before any fine, penalty, interest or cost may be imposed for nonpayment, at such time and manner and amount as to obtain any discount allowed by the taxing authority. If the lessor fails to make timely payment, the Postal Service will reimburse the lessor only for the amount originally assessed. The lessor must submit satisfactory proof of payment and correctness of the tax bill with his claim for reimbursement. Presentation of receipted tax bills must be made to the office shown in paragraph 4 of this rider. General real estate taxes are those which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, and for the purpose of funding general government services. The lessor must pay all assessments and fees of every kind and nature other than general real estate taxes without reimbursement by the Postal Service.

2. If a part of the general real estate taxes applies to any period prior to the commencement of this lease or subsequent to the expiration of the term of this lease and the remainder of the general real estate taxes applies to the period of time within the term of this lease, the Postal Service will be liable to reimburse the lessor in the aforesaid manner for only that portion of said taxes applying to the period of time within the term of the lease.

3. 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 will be

and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

4. The lessor must furnish the Postal Service copies of all notices 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 must be delivered or mailed immediately upon the receipt by the lessor to:

Field Real Estate & Buildings Office
 6800 West 64th St., Suite 100, Bldg. 8
 Overland Park, KS 66202-4171

or to such other office as the Postal Service may later direct in writing. The lessor must pay said general real estate taxes under protest when requested to do so by the Postal Service. The Postal Service may contest the 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 Postal Service or the name of the lessor or in the names of both. The lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject for the payment of penalties, costs, or legal 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 must cooperate with the Postal Service in any such proceeding and execute any documents or pleadings required for such purpose provided the lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

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... and accepted by the Postal Service on ~~DELETED~~ any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth hereon, except that the Choice and Disputes Clause shall not be applicable to any of the lessor's or lessor's obligations under any of the provisions of this lease.

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

RECORDER'S NOTE:
Corp. Seal not affixed hereto.

SEAL

Mose Yanney
Mose Yanney, Recorder

Beatrice Northern, Ltd.
(Company, Corporate or Partnership Name)

IA Nebraska Corporation
(State)

By *John Urquhart*
JOHN URQUHART
President
(Title)

WITNESSES:

M. Christensen
John Urquhart

By _____
Its _____
(Title)

WITNESSES:

Patty Smith

THE UNITED STATES POSTAL SERVICE
By *Harold Asner*
HAROLD ASNER
Manager, Real Estate Branch
Title Field Real Estate & Buildings Office
Contracting Office
6800 West 64th Street, Suite 100, Bldg. B
Overland Park, KS 66202-4171

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF NEBRASKA
COUNTY OF GAGE } ss.

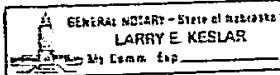
Personally appeared before me, a notary public in and for the County and State aforesaid, _____
John Urquhart

~~XXXX~~ _____ who _____ is _____ known to me to be the
President ~~XXXX~~ _____ of the Beatrice Northern, Ltd.
_____ 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 corporation, and
that it was affixed, and that he signed his name thereto, by authority of the said corpora-
tion, for the purposes set forth, and as his own free and voluntary act.
(his) (her)

Done at Beatrice, in the County and State aforesaid, this 29th
day of October, 1985

NOTARIAL
SEAL



Larry E. Keslar
Notary Public.

My commission expires 2-19-88

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."