

**FIRST AMENDMENT TO  
LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES  
H.E.L.P. FOUNDATION OF OMAHA, INC.  
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made and entered into as of the last date set forth on the signature page hereto (the “Effective Date”) by and between H.E.L.P. FOUNDATION OF OMAHA, INC., a Nebraska non profit 501(c)(3) corporation, on its own behalf and on behalf of its wholly-owned subsidiary, 2302M, LLC, a Nebraska limited liability company (together, the “Landlord”), and the LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES, a Nebraska political subdivision (“Tenant”).

WHEREAS, Landlord and Tenant previously entered into that certain Lease Agreement, dated February 20, 2013 (the “Lease”), whereby Tenant leased certain Property from Landlord located at 2302 M Street, along with 4805, 4807 and 4809 South 23<sup>rd</sup> Street, all as further described in the Lease;

WHEREAS, Tenant desires to extend the term of the Lease and acquire additional parking facilities, all as set forth in this Amendment; and

WHEREAS, the parties desire to enter into this Amendment to revise the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals which are ratified and incorporated herein and the mutual promises, covenants, agreements, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms utilized herein but not otherwise defined herein shall have the meaning as set forth in the Lease.

2. Parking Lot/Grounds. Landlord has purchased, or has obtained certain rights to purchase, the adjoining land located north of the Facility, with an address of 4801 S. 23<sup>rd</sup> Street, Omaha, Nebraska, which Landlord estimates will provide approximately thirty (30) additional parking spaces and certain landscaped space for use by Tenant (the “Adjacent Parking Lot”). Upon Landlord closing on the purchase of the Adjacent Parking Lot, Landlord and Tenant each hereby agree that the definition for “Parking Lot/Grounds” as used in the Lease shall include the Adjacent Parking Lot for Tenant’s exclusive use.

3. Term. As substantive consideration for Landlord obtaining the Adjacent Parking Lot for Tenant’s use, the term of the Lease shall be extended for an additional ten (10) year term, whereby the extended term shall expire on August 31, 2033. Additionally, Landlord hereby grants to Tenant the right to extend the Lease for up to two (2) additional terms of five (5) years each (each an “Extension Term”), whereby the first Extension Term would run from September 1, 2033 through August 31, 2038 would be deemed to be the “1<sup>st</sup> Lease Extension” under Section 4 of the Lease, and the second Extension Term would run from September 1, 2038 through August 31, 2043 would be deemed to be the “2<sup>nd</sup> Lease Extension” under Section 4 of the Lease. In the event

that Tenant desires to extend the Lease for an Extension Term as set forth above, the provisions of Section 4 of the Lease shall apply with regard to the 1<sup>st</sup> Lease Extension and 2<sup>nd</sup> Lease Extension as described herein. Any reference to the “Term” as set forth in the Lease shall include the term as extended by this Amendment, as well as any Extension Term (as applicable).

Notwithstanding the foregoing provisions of this Section 3, in the event that Landlord does not close on the purchase of the Adjacent Parking Lot and provide the same for Tenant’s use on or before December 1, 2019, then Tenant shall have the right to rescind this Amendment, whereby the current terms of the Lease shall remain in full force and effect without any revisions applying as set forth in this Amendment.

4. Base Rent and Operating Expenses. Landlord and Tenant agree that Section 5(a) of the Lease is hereby revised to provide that the Base Rent and Operating Expenses for the Leased Premises shall be as follows on and after January 1, 2020:

a. For the period from December 1, 2019 through August 31, 2020, the Base Rent and Operating Expenses shall be **\$10,820.48**;

b. For the period from September 1, 2020 through August 31, 2021, the Base Rent and Operating Expenses shall be **\$11,036.89**;

c. For the period from September 1, 2021 through August 31, 2022, the Base Rent and Operating Expenses shall be **\$11,257.63**;

d. For the period from September 1, 2022 through August 31, 2023, the Base Rent and Operating Expenses shall be **\$11,482.78**;

e. For the period from September 1, 2023 through August 31, 2024, the Base Rent and Operating Expenses shall be **\$11,712.44**;

f. For the period from September 1, 2024 through August 31, 2025, the Base Rent and Operating Expenses shall be **\$11,946.68**;

g. For the period from September 1, 2025 through August 31, 2026, the Base Rent and Operating Expenses shall be **\$12,185.62**;

h. For the period from September 1, 2026 through August 31, 2027, the Base Rent and Operating Expenses shall be **\$12,429.33**;

i. For the period from September 1, 2027 through August 31, 2028, the Base Rent and Operating Expenses shall be **\$12,677.92**;

j. For the period from September 1, 2028 through August 31, 2029, the Base Rent and Operating Expenses shall be **\$12,931.48**;

k. For the period from September 1, 2029 through August 31, 2030, the Base Rent and Operating Expenses shall be **\$13,190.10**;

l. For the period from September 1, 2030 through August 31, 2031, the Base Rent and Operating Expenses shall be **\$13,453.91**;

m. For the period from September 1, 2031 through August 31, 2032, the Base Rent and Operating Expenses shall be **\$13,722.98**; and

n. For the period from September 1, 2032 through August 31, 2033, the Base Rent and Operating Expenses shall be **\$13,997.44**.

Notwithstanding the foregoing provisions of this Section 4, in the event that Landlord does not close on the purchase of the Adjacent Parking Lot and provide the same for Tenant's use on or before December 1, 2020, and in the event that Tenant does not rescind this Amendment as allowed in Section 3 above, then the monthly Base Rent and Operating Expenses amounts as set forth in Sections 4(a) above shall be reduced by \$1,200.00, and then the entire schedule of Base Rent and Operating Expenses shall be recalculated to provide for two percent (2%) increases in each succeeding 12-month period as calculated from the reduced amount set forth in Section 4(a). By entering into this Amendment, Landlord acknowledges that the Base Rent and Operating Expenses increase as set forth herein is based upon Tenant's access to the Adjacent Parking Lot.

5. Services. Landlord and Tenant acknowledge that the Services as set forth in the Lease have been clarified at various times during the Term prior to the Effective Date of this Amendment and, attached as Exhibit "A" hereto, is an outline of janitorial services which Landlord has agreed to perform as additional clarification of certain of the Services as set forth in Section 5(b) of the Lease. By entering into this Amendment, Landlord confirms that the clarification of additional Services as set forth on Exhibit "A" attached hereto is partial consideration for Tenant's extension of the Term and increase in the Base Rent and Operating Expenses as set forth herein.

6. Notices. The notice provisions for Tenant as set forth in Section 29 of the Lease shall be updated as follows:

If to Tenant: Learning Community of Douglas and Sarpy Counties  
Attn: Chief Executive Officer  
1612 N. 24<sup>th</sup> Street  
Omaha, NE 68110

with a copy to: Koley Jessen P.C., L.L.O.  
Attn: Thomas F. Ackley  
1125 S. 103<sup>rd</sup> Street, Suite 800  
Omaha, NE 68124

7. Effect of Amendment. Except as specifically set forth in this Amendment, Landlord and Tenant each confirm that the terms of the Lease remain in full force and effect and, by entering into this Amendment, the parties hereby ratify the same as amended herein.


8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nebraska.

9. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto execute this First Amendment to Lease Agreement effective as of the date set forth below:

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES, a Nebraska political subdivision

By:   
David Patton, Chief Executive Officer

Date: November 25, 2019

H.E.L.P. FOUNDATION OF OMAHA, INC., a Nebraska non profit corporation (signing this First Amendment of Lease Agreement on its own behalf and on behalf of its wholly-owned subsidiary, 2302M, LLC, a Nebraska limited liability company)

By:   
Its: Chairwoman

Date: November 25<sup>th</sup>, 2019

**EXHIBIT "A"**

**JANITORIAL SERVICES**



**Maintenance  
Service Level Agreement**

**Property Management Division**





**I. Description of Services**

This Service Level Agreement covers the provisions of building, grounds and engineering maintenance service for White Lotus Group and the related properties and infrastructure in the property management portfolio.

**II. General Services**

White Lotus Group will:

1. Provide maintenance services, through scheduled work orders, in accordance with the terms of the Lease.
2. Provide out-of-hours coverage via an emergency dial in number, for over time rate. The dial in number for emergency is **844-440-6294**
3. Schedule work orders through the property management work order system during business hours (8:00am to 5:00pm)
4. Allocate a unique work order number to each maintenance request and provide requesting manager with feedback on the job in the work order system.
5. Be professional, courteous and sensitive to the client's needs at all times.
6. Undertake maintenance work orders using on the approved contractors or the departments direct labor organization.
7. Undertake maintenance work orders during the above working hours, unless otherwise agreed with department manager or required for safe working.
8. Maintain record systems to document the maintenance work being completed.
9. Charge costs on a monthly basis in accordance with the lease provisions.
10. Monitor the quality of work to ensure compliance with current standards and legislation.
11. Coordinate with ownership, when practical, before starting work and avoid undertaking non-emergency tasks during out-of-hours times.
12. The Yardi system is the software system used by the landlord and will be the system used to track work orders. Alerts will be sent to the tenant when work orders are generated, updated or closed out.

**III. Reactive Maintenance**

*Defined as un-planned repairs required to restore the building, property, grounds or equipment back to operational condition.*

1. Provide emergency out-of-hours coverage 24 hours per day, 365 days per year.
2. Prioritize reactive maintenance requests using the following defined and agreed criteria:

**Reactive Priority 1 (Emergency):**

**Definition:**

1. **No Heat/No Air Conditioning**
2. **Fire**
3. **Flood**
4. **No Electricity**



**5. No Water**

**6. Any Issues prohibiting securing the perimeter of the building from outside entrance (doors, windows, etc.)**

- Response within 30 minutes from issue
- Completion within 2 hours from receipt/response (unless prohibiting circumstances arise)

**Reactive Priority 2 (Urgent)**

**Definition:**

- 1. No Hot Water**
- 2. Minor Leaks**
- 3. Appliances Not Working**
- 4. Sewer Back Up (Not flooding)**
- 5. Broken/Frozen/Leaking Pipes (Not flooding)**
- 6. Graffiti**
- 7. Dog Feces accumulating on property**

- Response time within 1 business day from issue
- Completion within 4 hours from response (unless prohibiting circumstance arise)

**Reactive Priority 3 (Non Urgent)**

**Definition:**

- 1. All other maintenance not listed above**

- Response time within 1 business days from issue
- Completion within 7 business days from receipt/response (unless prohibit circumstances arise)

**IV. Planned Preventative Maintenance**

*Defined as planned routine maintenance, testing and inspection of building, property, grounds or equipment to prevent component failure and maintain them in an operational condition.*

1. Compile a planned preventative maintenance program for periodic review and approval by ownership.
2. Undertake the preventative maintenance program in accordance with the agreed schedules and scope.

**V. Grounds Services**

*Defined as lawn maintenance, snow removal and grounds clean-up provided in a commercially reasonable manner consistent with other commercial buildings.*

1. Lawn Maintenance – (Contract with Lawn Maintenance Company to include a “no-smoking” provision for all employees, contractors and affiliates of the company)
  - a. Lawn maintenance is provided once per week on a day to be designated at the beginning of the spring season.
  - b. There will be 2 large clean ups, one in spring and once in the fall. Spring Clean up to include planting of new landscaping where needed, clean up any dead landscaping, leaves, etc. and Fall Clean up to remove any annual landscaping, final clean-up of leaves, etc.
  - c. Lawn Maintenance to include
    - i. Mowing of Grass





- ii. Edging of all grass areas
  - iii. Removal of any feces
  - iv. Spraying, aeration and fertilization depending on the time of year
  - v. General maintenance and upkeep of landscaping beds
2. Snow Removal
- a. Snow Removal is provided in a commercially reasonable effort to clear all parking lots, sidewalks, stairs and stoops by or before 8:00am, Monday through Friday.
  - b. Snow removal services to include the removal and/or salting of ice in a manner that is commercially reasonable.
  - c. Exclude holidays where the tenant businesses operations are closed.
  - d. Exclude weekends, however must be cleared before 8:00am on Monday.
3. Grounds Clean-up
- a. Grounds clean up to be provided once per week on scheduled dates for each property.
  - b. Grounds clean up to include inspection the property for the following:
    - i. There is no graffiti present
    - ii. The Landscaping has been performed to company/tenant standards
    - iii. Landscaping/Sidewalks/Walls watered and free of weeds.
    - iv. Sidewalk/Parking lots are clear, swept and in good repair
    - v. Windows are in good repair and cleaned where necessary
    - vi. Signage is in good repair
    - vii. Dumpster area is clean, in good repair and no graffiti
    - viii. Trash has been picked up
    - ix. There are no vehicles on property that do not belong to staff or center clients. (Check with the center, prior to towing to ensure that vehicles are not towed accidentally)

**VI. Additional Services – services not covered under the Lease**

- 1. Provide approximate estimates for ownership for “improvement” work. All maintenance hours spent will be charged at the published hourly rates and to the party designated in the lease. Estimates will be delivered within a mutually agreed period of time and will be subject to approval from the ownership of the specific property.
- 2. Undertake “minor improvement” work to a mutually agreed timetable.
- 3. Provide technical advice on building and engineering service issues. All maintenance hours spent will be charged at the published hourly rates and to the party designated.

**VII. Published Hourly Rates – services not covered under the Lease**

Line Level Maintenance Overtime Rate:	\$ 28.00/hour \$ 42.00/hour	Paint, Drywall, grounds, light bulbs, locks, etc.
Mid-Level Maintenance Overtime Rate:	\$ 40.00/hour \$60.00/hour	Minor Electrical, Minor Plumbing, etc.
Specialty Level Maintenance Overtime Rate:	\$60.00/hour \$90.00/hour	HVAC, Plumbing, Electrical, etc.

**VIII. Non-Emergency Work Order Process**

Out of Schedule, non-emergency, maintenance and grounds requests during business hours, the following methods of contact are preferred:



- i. **Email:** [maintenance@whitelotusgroup.com](mailto:maintenance@whitelotusgroup.com)
- ii. **Phone:** 402-346-5550 and any Property Specialist can assist with taking the call and ensuring that a work order is placed.

**IX. Emergency Work Orders**

- During business hours: Corporate Office: 402-346-5550 and any Property Specialist can assist.
- Emergency Maintenance Line: 844-440-6294 (mainly for afterhours emergency)



**Exhibit A**

Learning Community Cleaning Schedule

	Entry Way	Waiting Area	Hallways	Offices & Cubicles		C	Navigation Office	C	Mens Bathroom	Womens Bathroom	Kitchenette
<b>Daily</b>											
Spray and wipe down all desks, tables, counters, sinks, credenzas, etc.											
Empty trash, take to dumpster, replace the dirty liners											
Empty sanitary napkin receptacle and spray with disinfectant											
Wipe down (2) glass doors at the entry to the building											
Vacuum all carpets											
Sweep and Mop all solid surfact floors											
Clean and sanitize sink area and drinking fountains											
Disinfect door handles and light switches											
Clean all dispensers, mirrors and light fixtures within arms reach											
Clean and disinfect koala changing table in bathroom											
Wipe down all classroom tables, childrens tables, wailing room tables, etc.											
Clean and disinfect sinks, toilets, toilet seats and urinals											
Restock all paper products and hand soap (product to be provided by tenant)											
Spot clean carpet where needed											
Wipe down all interior windows in areas reachable from the ground											
Wipe Down all window sills											
<b>Weekly</b>											
Thorough Clean and sanitize of bathroom partitions, walls											
Edges and corners as needed											
Clean and Dust any high surfaces, doors, partitions, mirrors or vents											
Dust corners of walls for webs											
Exterior Ground Cleaning (pick up trash, sweep parking/sidewalk)											
<b>Monthly</b>											
Dust baseboards											
Childcare room, classrooms and hallway carpet cleaning (additional charge to tenant)											
<b>Quarterly</b>											
Wax the VCT in facility											
Full Carpet Cleaning for facility (depending on manufacturers warranty)											
<b>Annual</b>											
Cleaning and sanitizing microwaves											
Cleaning of furniture or the moving of furniture to clean under neath											
Clean and Sanitize food preparation appliances											
Clean and Sanitize Refrigerator											
Clean and Sanitize small rugs											
Clean and Sanitize phone receivers											

\_\_\_\_\_  
Cleaning Signature

\_\_\_\_\_  
Date

**Exhibit B**

Learning Community

Grounds Cleaning



	East Side of Building	East Parking Lot	South Side of Building	West Entrance/Walk	West Parking Lot	Childrens Play Area Perimeter	North Stairwell	North Side of Building
<b>Weekly</b>								
No Graffiti is Present								
Grass is Mowed								
Landscaping/Sidewalks/Walls watered and free of weeds								
Sidewalk/Parking Lots clear, swept and in good repair								
Windows are in good repair								
Signage is in good repair								
Dumpster area is clean, in good repair and no graffiti								
Trash has been picked up								
There are no vehicles on the property that do not belong to staff								
<b>Yearly</b>								
Landscaping Refresh at the beginning of spring								
Mulch Refresh at the beginning of spring								
Spring Grass Seed								
Fall Aeration and Fertilize								
Fall Clean Up of leaves and landscaping								

\_\_\_\_\_  
Grounds

\_\_\_\_\_  
Date