

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO GS-06P- 90117	DATE DEC 22 2010	PAGE 1 of 2
ADDRESS OF PREMISES 1501 50 th St, West Des Moines, IA 50266-5940			

THIS AGREEMENT, made and entered into this date by and between **Mid-America Investment Co.**,

whose address is 4700 Westown Parkway, Suite 303
West Des Moines, IA 50266-6734

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish date of occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective _____, as follows:

The word "effective" directly above was deleted prior to signature by either party.

1. Paragraph 2 of the lease is deleted and replaced with the following:

"TO HAVE AND HOLD the said premises with their appurtenances for the term beginning on December 1, 2010 through November 30, 2020. "

2. Paragraph 3 of the lease is deleted and replaced with the following table:

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
1-2	\$ 87,563.40	\$ 79,466.61	\$74,661.64	\$241,691.65	
5-84	\$ 195,476.07	\$ 79,466.61	\$74,661.64	\$ 349,604.32	\$29,133.69
85-120	\$ 186,767.51	\$ 79,466.61	\$ -	\$ 266,234.12	\$22,186.18

Note – The above first and second months rent will be reduced by _____ per the commission credit agreed to in paragraph 14 of the lease.

Rent checks shall be made payable to:

Mid-America Investment Co.
4700 Westown Parkway, Suite 303
West Des Moines, 50266-6734

(Continued on Page 2)

LESSOR: Mid-America Investment Co.

SIGNATURE <i>Carolyn Helminger</i>	NAME OF SIGNER Carolyn Helminger
ADDRESS 4700 Westown Pkwy, Ste 303, West Des Moines, IA 50266	
IN THE PRESENCE OF (SIGNATURE) <i>Jodi Jensen</i>	NAME OF SIGNER Jodi Jensen
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION	
SIGNATURE <i>Patrick G. Walsh</i>	NAME OF SIGNER Patrick G. Walsh
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer
	<i>Lauren M. Dobson</i>

3. Paragraph 4 of the lease is deleted and replaced with the following:

"The Government may terminate this lease in whole or part after November 30, 2017, by giving 90 days' notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4. Paragraph 7 of the lease is deleted and replaced with the following:

"The Tenant Improvement (TI) allowance for this project is \$522,631.51. The actual TI costs for the project totaled \$1,195,896 plus change orders totaling \$24,833 bringing the total to \$1,220,729 leaving a balance of \$698,097.49 which will be funded by lump sum payment when properly invoiced by the Lessor as explained below. As a result of this reduction, the rent includes a TI allowance of \$522,631.51 that will be amortized through the rent over the firm term of the Lease (84 months) at a rate of 0%, as reflected in the table above.

5. Paragraph 9 of the lease is deleted and replaced with the following:

"In accordance with SFO paragraph 4.3 *Operating Costs Base*, the escalation base is established as \$79,466.61 and the base year is hereby established as December 1, 2010."

6. Also included in this lease are the LEED requirements included in paragraph 1.2 of attachment A that were inadvertently left out of the original lease, but are incorporated effective 12/1/10. Also incorporated are the attached [REDACTED] Special Requirements that were built into the space and used for future alterations.

All other terms and conditions of the subject lease shall remain in full force and effect.

Payment for **all lump sum items** shall become due thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor.

The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Payments Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102
Telephone: (817)334-2397

A **copy** of the invoice must be provided to the Realty Specialist

General Services Administration
Patrick Walsh
Real Estate Acquisition Division (6PRE)
1500 East Bannister Road
Kansas City, MO 64131-3088
Fax: 816-926-8307

A proper invoice must include:

- Invoice date
- Name of the Lessor exactly as shown on the lease
- **GSA PDN #PS0019232 noted at the top of the invoice**
- Remit to address as follows:

Mid-America Investment Co.
4700 Westown Parkway
West Des Moines, IA 50266-6734

- Lease Contract number, and building address
- Supplemental Lease Agreement number
- Description, price and quantity of property and services actually delivered and rendered

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

INITIALS:

CAH & *JMO*
LESSOR GOVERNMENT

LEASE NO. GS-06P90017