

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-06P-01053
ADDRESS OF PREMISES 1641 Boyson Square Drive, Suite 200 Hiawatha, IA 52233-2311	PDN Number: PS0003955

THIS AGREEMENT, made and entered into this date by and between AHMANN PROPERTIES, LLC

whose address is: 1641 Boyson Square Drive, Suite 100
Hiawatha, IA 52233-2311

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

WHEREAS, the parties hereto desire to amend the above Lease due to the substantial completion of the space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2012, as follows:

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
2. The preamble of the Lease is hereby amended to state the Lessor's address is:

 AHMANN PROPERTIES, LLC
 1641 Boyson Square Drive, Suite 100
 Hiawatha, IA 52233-2311
3. Paragraph 1 of the Lease is amended as follows:

The Lessor hereby leases to the Government the following described premises:

A total of 5,980 rentable square feet (RSF) of office and related space, which yields 5,382 ANSI/BOMA Office Area square feet (USF) of space on the second (2nd) floor of the building located at 1641 Boyson Square Drive, Suite 200.


This Lease Amendment contains 3 pages.


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

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

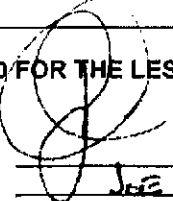
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
 Name: Donna Ahmann
 Title: Manager
 Entity Name: AHMANN PROPERTIES, LLC
 Date: 12-20-12

Signature: 
 Name: Patrick G. Walsh
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRE
 Date: 12/20/12

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Joe Ahmann
 Title: MANAGER
 Date: 12-20-12

Hiawatha, IA 52233-2311, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fourteen (14) parking spaces for the exclusive use of Government employees and patrons.

4. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"To Have and To Hold the said Premises with their appurtenances for the term beginning on December 1, 2012 through November 30, 2027, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

5. Paragraph 3 of the Lease is deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor monthly in arrears in accordance with the following table:

ANNUALIZED							
Term	RSF	ABOA	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
December 1, 2012 – December 31, 2012	5,980	5,382	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
January 1, 2013 – November 30, 2014	5,980	5,382	\$107,357.69	\$30,780.32	\$30,728.06	\$168,866.07	\$14,072.17
December 1, 2014 – November 30, 2022	5,980	5,382	\$119,341.09	\$30,780.32	\$30,728.06	\$180,849.47	\$15,070.79
December 1, 2022 – November 30, 2027	5,980	5,382	\$119,341.09	\$30,780.32	-	\$150,121.41	\$12,510.12

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

AHMANN PROPERTIES, LLC
1641 Boyson Square Drive, Suite 100
Hiawatha, IA 52233-2311"

6. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

"The Government may terminate this lease in whole or in part at any time after November 30, 2022, by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

7. Paragraph 7 of the Lease is deleted in its entirety and replaced with the following:

"The total amount of Tenant Improvements is \$409,648.88. The Government has opted to amortize Tenant Improvements in the amount of \$230,648.52 at 6% for 120 months.

The balance of \$179,000.36 will be paid by lump sum in accordance with Paragraph 6 below."

8. Lump Sum Payment:

Upon submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$179,000.36 in a lump sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- PDN # PS0003955
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number, Lease Amendment 1, building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

INITIALS:


LESSOR

&


GOVT

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181
Or send to: www.finance.gsa.gov

A copy of the invoice is to be sent to:

General Services Administration
Attn: Patrick Walsh
1500 E. Bannister Road (6PRE)
Kansas City, MO 64131

9. Paragraph 9 of the Lease is amended as follows:

The percentage of Government occupancy is established as 49.83% (5,980 RSF / 12,000 RSF). The Real Estate Tax Base will be based on a full tax assessment of the property no earlier than Year 3 of the Lease. The Lessor retains the right to keep all Economic Development Grants received by the City of Hiawatha as outlined in the "Resolution Approving and Authorizing Execution of a Development Agreement By and Between the City of Hiawatha and Ahmann Properties, LLC (1641 Boyson Square Drive)" and passed in Resolution #11-102 by the Hiawatha City Council on May 18, 2011.

INITIALS:


LESSOR

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GOVT