

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-06P-LIA11032
ADDRESS OF PREMISES 3555 SOUTHERN HILLS DRIVE SIOUX CITY, IOWA 51106-4707	PDN Number: PS0028964

**THIS AMENDMENT** is made and entered into between LINCOLNSHIRE PARTNERSHIP

whose address is: 2015 7<sup>TH</sup> STREET, SIOUX CITY, IOWA 51102-8800

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 Beneficial Occupancy, restate the full service rent, restate the commission and commission paragraph and establish a termination date.

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, November 24, 2014, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Annual Rent;
- 3) Restate the Broker Commission and Commission Credit;
- 4) Establish Termination Rights; and
- 5) State the base cost of services

1) Page 1 of the Lease is hereby amended with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

December 1, 2014 and continuing thru November 30, 2024, 10 years, with a firm term of five (5) years


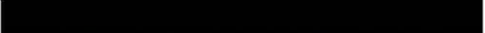
subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 2 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:**

Signature:   
Name:   
Title: Managing Member  
Entity Name: Lincolnshire Partners  
Date: Nov. 24, 2014

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: GSA, Public Buildings Service,  
Date: 12/1/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: MACHIELLA HARTMAN  
Title: Commercial Property Manager  
Date: 12/1/14

2) Subparagraph A of Section 1.03 is hereby deleted in its entirety and replaced with the following:

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$97,662.60	\$97,662.60
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$67,191.36	\$0.00
OPERATING COSTS <sup>3</sup>	\$34,750.00	\$34,750.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$8,509.94	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$208,113.90</b>	<b>\$132,412.60</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$12.60 per RSF multiplied by 7,751 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$300,341.89 is amortized at a rate of 4.5% per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.483292 per RSF multiplied by 7,751 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$38,039.00 are amortized at a rate of 4.5% per annum over 5 years

3) Section 1.04 of is hereby deleted and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT**

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$17,342.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.\*

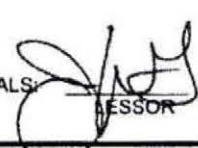

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4) Section 1.05 of the lease is hereby deleted and replaced with the following:

**1.05 TERMINATION RIGHT**

The Government may terminate this Lease, in whole or in part, at any time effective after December 1, 2019 by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

5) The Base Cost of Services will be \$34,750.00 and the base year will be 12/1/2014.

INITIALS:  LESSOR &  GOVT