

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-21036
ADDRESS OF PREMISES PARK PLACE CENTER II 1231 PARK PLACE NE	PDN Number: PS0026146

THIS AMENDMENT is made and entered into between **William Schamberger Trust B**

whose address is: **2333 Blairs Ferry Rd NE
Cedar Rapids, Iowa 52402-1918**

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 1, 2013, as follows:

1. The preamble of the Lease is hereby amended as follows:

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

A total of 1674 rentable square feet (RSF) of office and related space, which yields 1560 ANSI/BOMA Office Area square feet (USF) of space of the building located at Park Place Center II, 1231 Park Place NE, Cedar Rapids, Iowa 52402 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 10 surface parking spaces for the exclusive use of Government employees and patrons."

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

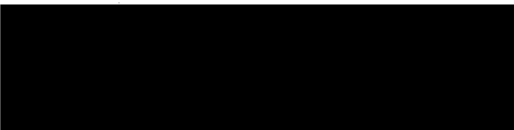

"To have and to hold the said premises with their appurtenances for the term beginning on April 1, 2013 through March 31, 2023, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

This Lease Amendment contains 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:

Signature: 
Name: 
Title: CO-Trustee
Entity Name: William Schamberger Trust
Date: 4/4/13

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/9/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: _____
Date: 4-4-13

3. Section II – Space Offered and Rates of the GSA Form 1364A (Simplified Lease Proposal) 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:

Dates	Annualized					Total Monthly Rent
	Shell	Building Specific Security	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
4-1-2013 thru 5-31-2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-1-2013 thru 3-31-2018	\$26,064.50	\$295.00	\$6,277.50	\$6,300.00	\$38,937.00	\$3,244.75
4-1-2018 thru 3-31-2023	\$33,821.50	\$295.00	\$6,277.50	\$0.00	\$40,394.00	\$3,366.17

Rent shall be adjusted in accordance with the provisions of the Request for Lease Proposal No. 21A0077 and the General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

William Schamberger Trust B
2333 Blairs Ferry Rd NE
Cedar Rapids, Iowa 52402-1918 “

4. In accordance with Section 1.05 (*Termination Rights*) the Government may terminate this lease in whole or in part at any time after March 31, 2018 by giving at least 90-days written notice 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.

5. In accordance with Section 1.06 (*Renewal Rights*) this lease may be renewed at the option of the Government for one additional term [REDACTED], provided written notice is given to the Lessor at least 90 days before the end of the original lease term. All other terms and conditions of this lease shall remain the same during any renewal term. The Lessor shall be paid monthly in arrears in accordance with the following table:

Renewal Option Dates	Annualized					Total Monthly Rent
	Shell	Building Specific Security	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6. Rent includes a Tenant Improvement Allowance of \$31,500.00 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 0%.

7. Also included as part of the rental consideration is a building specific security amount of \$2,950.00 to be amortized through the rent over 120 months at the rate of 0%. In instances where the Lessor amortizes the Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term, or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

8. In accordance with Section 1.08 (*Percentage of Occupancy*), the percentage of Government occupancy is established as 13.4%% (1,674 RSF / 12,500 RSF)

9. In accordance with Section 1.09 (*Operating Costs Base*), the base cost of services is established as \$6,277.50 per annum (based on 1,560 ANSI/BOMA Office Area).

10. In accordance with Section 2.01 E, (*Common Area Factor*), the common area factor is established as 1.08 (1,674 RSF / 1,560 USF).

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 LESSOR & GOV'T

11. In accordance with Section 6.06, (*Overtime Usage*), the rate for overtime usage is established as \$20.00 per hour for the entire space or any portion thereof.

12. Regarding the Change Order for cabinets built in Room 107, approved by Contracting Officer on March 13, 2013 for exactly \$10,680.00: The Government shall reimburse the Lessor via a lump sum payment not to exceed \$10,680.00, upon receipt of an original invoice. The Lessor shall not construct any tenant improvements not approved in writing by the Contracting Officer.

Invoice for payment shall be submitted directly to:

GSA Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov.

Lessors who are unable to process the invoice electronically, may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Shari Ertz
1500 E Bannister Rd.
Kansas City, MO 64131

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- **GSA PS#: PS0026146**

The invoice must be submitted on company letterhead.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

The Lessor hereby waives restoration as a result of all improvements.

All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.

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