

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-06P-01029 DATE SEP 22 2011 PAGE 1 of 2

ADDRESS OF PREMISES
4520 114th Street, Urbandale, IA 50322-5410

THIS AGREEMENT, made and entered into this date by and between **AURORA BUSINESS PARK ASSOCIATES LP**

whose address is 1225 Jordan Creek Parkway, Suite 200
West Des Moines, IA 50266-2346

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

WHEREAS, the parties hereto desire to amend the above Lease

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

The purpose of this Supplemental Lease Agreement is to reconcile the Tenant Improvement (TI) costs and to establish the payment schedule to reflect the actual TI payments. Further purpose is to recapture the overpayment of TI to the Lessor, and to adjust the Broker Commission and Commission Credit to reflect the actual TI that was used.

1. Paragraph 3 of the Lease is hereby deleted and replaced with the following:

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

Months	Annualized				Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Total Annual Rent	
1 - 4	\$ 330,030.57	\$ 109,119.00	\$ 219,318.48	\$ 658,468.05	\$ 54,872.34
5 - 60	\$ 330,030.57	\$ 109,119.00		\$ 439,149.57	\$ 36,595.80
61 - 120	\$ 329,261.19	\$ 109,119.00		\$ 438,380.19	\$ 36,531.68

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:

Aurora Business Park Associates LP
1225 Jordan Creek Pkwy Ste 200
West Des Moines, IA 50266-2346"

(Pages 2 and 3 are attached hereto and made a part hereof.)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Aurora Business Park Associates LP

SIGNATURE [Signature] NAME OF SIGNER Mark A. Dupprecht

ADDRESS 60 Park Investors Ltd, 1225 Jordan Creek Pkwy #200, West Des Moines, IA 50266

IN THE PRESENCE OF (SIGNATURE) [Signature] NAME OF SIGNER Susan J. Musich

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE [Signature] NAME OF SIGNER Patrick G. Walsh
OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Payments for September and October 2011 (months 8 & 9) will be reduced to recapture erroneous TI allowance over-payment and also reconcile the over-credited amount of Commission Credit, as shown in paragraphs 2 and 3 below. The November payment (month #10) will start the corrected new monthly amount after all reconciliations have been made to the Government and Commission Credit.

2. Paragraph 7 of the Lease is hereby deleted and replaced with the following:

"In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements is hereby reconciled to be \$71,978.00, amortized through the rent over four (4) months at the rate of 7.5%. The original estimated Tenant Improvement monthly amount was \$22,205.67; the government paid for the TI build-out in 4 months ($\$22,205.67 \times 4 = \$88,822.68$). So the Government should pay for 4 months interest at 7.5%, for a total owed of **\$73,106.16**.

But the current subject rent has been paid since the effective date of 2/1/11, which included 6 payments of TI ($\$22,205.67 \times 6$ months) per month total **\$133,234.02**.

\$133,234.02 already paid TI beginning 2/1/2011

- 73,106.16 reconciled TI plus 4 months interest @ 7.5%

\$ 60,127.86 overpaid TI amount to be refunded by rent reduction"

3. Paragraph 8 of the Lease is hereby deleted and replaced with the following:

"A. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. (CBRE) is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease (Commission). The total amount of the Commission, as corrected to reflect actual firm term value:

\$ 439,149.57 annual rent

x 5 years firm term

\$ 2,195,747.85

+ 73,106.16 reconciled TI plus interest

\$2,268,854.01 Firm Term Value

\$2,268,854.01 Firm Term Value

[REDACTED] (4)
[REDACTED] Cooperating Lease Commission

Broker Commission: In accordance with Paragraph 2.4 of the Lease, [REDACTED] of the commission will be payable to CBRE, or [REDACTED], upon lease award (see Number 4, below, for details).

Commission Credit: The remaining [REDACTED] of the Commission, or [REDACTED], shall be credited (Commission Credit) to the shell rental portion of the annual rental payment."

Initials: &
Lessor Government

Lease No. GS-06P-01029
SLA No. 1

In summary:

The initial Commission Credit (CC)

Initial CC

Corrected CC

Owed to Lessor for over credit of CC

[REDACTED]

Total payments of TIs

\$133,234.02

Actual TI payments S/B

- 73,106.16

Over payment of TIs

\$60,127.86

Overpayment of TIs

\$60,127.86

Owed to Lessor for CC overpaid

Difference

[REDACTED]

This outstanding difference of [REDACTED] will be deducted from the next 2 months' rent. Months 8 & 9 (September and October, 2011) will each have **shell rental deductions** of [REDACTED].

4. Per Paragraph 8 of the Lease, the Broker Commission on this project was estimated at [REDACTED] and the Lessor was to pay [REDACTED] or [REDACTED] to CBRE upon award. The actual reconciled Broker Commission should have been [REDACTED] and [REDACTED] upon award would be [REDACTED]:



[REDACTED] commission paid by lessor to broker

[REDACTED] corrected commission amount

[REDACTED] refund due to lessor from broker

The difference of [REDACTED] will be reconciled between the Lessor and CBRE. (The differences in the Commission Credit amounts are explained in paragraph 3, above.)

INITIALS: _____

 & 
Lessor Government

Lease No. GS-06P-01029