GENERAL SERVICES ADM TRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDM No. 1	
	TO LEASE NO. GS-06P-01055	
ADDRESS OF PREMISES	PDN Number:	·
Omni Center	·	
25 Main Place	PS0026029	
Omni Center, IA 51503-0790		

THIS AMENDMENT is made and entered into between OMNI CENTER, LLC

whose address is:

300 W BROADWAY, STE 20

COUNCIL BLUFFS, IA 51503-9047

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 provide a Notice to Proceed with tenant build-out in excess of the Tenant Improvement allowance and to provide invoicing instructions.

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, 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. By correspondence dated February 15, 2013, the Government issued a Partial Notice to Proceed with Tenant Improvements totaling \$110,747.05. This Lease Amendment constitutes a Notice to Proceed with additional Tenant Improvements totaling \$247,616.95, for a total Tenant Improvement cost of \$358,364 as shown on Exhibit "A." Of that amount, \$199,423.42 will be amortized in the rent as specified in the Lease.

Upon completion, inspection, and acceptance of the work as substantially complete by the Contracting Officer or his/her representative, and submission of a proper invoice, the Government shall pay the Lessor a lump sum payment in the amount of \$158,940.58 for tenant build-out in excess of the amount available to be amortized in the rent. Payment is contingent upon receipt of a proper invoice, which shall include:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- Invoice date.

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 LE	FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Date: 3-23-13	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service Date:

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:

Attorney

Date:

3-27-13

- GSA PDN # PS0026029 noted at top of invoice.
- Lease contract number (GS-06P-01055), Lease Amendment Number (LA 1), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- 3. Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made. The **original** invoice must be submitted electronically at www.finance.gsa.gov or sent directly to the GSA Finance Office at the following address:

General Services Administration FTS and PBS Payment Division P.O. Box 17181 Fort Worth, TX 76102

A **copy** of the invoice must be provided to the following address:

General Services Administration
Attn: Sheri DeMartino, Lease Contracting Officer
West Leasing Services (Code 6PRW)
1500 East Bannister Road
Kansas City, MO 64131

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

INITIALS:

//2/ LESSOR

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