

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LNM17272
LEASE AMENDMENT	
ADDRESS OF PREMISES 6700 EDITH BLVD. NE ALBUQUERQUE, NM 87113	PDN Number: PS0033957

THIS AMENDMENT is made and entered into between ALBUSSA Venture LLC,
whose address is: 101 W. 2nd Street, Suite 300, Davenport, IA 52801-1814

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 issue Notice to Proceed with the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC), to approve the total TI costs and BSAC, and to provide for payment of TIs and BSAC costs above the allowance.

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 upon execution by the Government as follows:

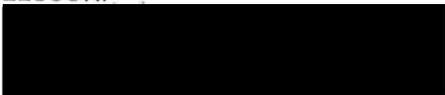
1. To provide for a Notice to Proceed for construction of TIs and BSAC and provide for a date of substantial completion; and
2. To approve the total cost of the TIs and BSAC; and
3. To provide for the method of payment of the TI and BSAC costs above the allowance.

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: MICHAEL H. PISHMAN
Title: MANAGER
Entity Name: ALBUSSA VENTURE, LLC
Date: 1/28/16

FOR THE GOVERNMENT:

Signature: 
Name: KYLLINBERG
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 1/28/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Karen M. Riedl
Title: BOOKKEEPER
Date: 1-28-16

1. Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with construction of TIs and BSAC; all of which are depicted in the Construction Documents dated August 31, 2015 and the Government-approved DIDs dated August 7, 2015. The total cost of the TIs and BSAC shall not exceed \$1,983,455.29. The date of substantial completion of all the TIs and BSAC is within 90 working days from this Notice to Proceed. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TI's and BSAC.

2. The Government and the Lessor have agreed that the total cost of the TIs shall not exceed \$1,899,795.29 and the total cost of the BSAC shall not exceed \$83,660.00 for a total cost of construction of tenant improvements not to exceed \$1,983,455.29. The TI and BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and BSAC by the agreed to date of substantial completion.

3. The amortized TI's, per the lease paragraph 1.08 Tenant Improvement Allowance, in the amount of \$1,219,901.36 shall be amortized over the first ten (10) years of the term at an interest rate of 5%. The amortized BSAC, per the lease paragraph 1.03 Rent and Other Consideration (Sep 2013), in the amount of \$56,000.00 shall be amortized over the first ten (10) years, at an interest rate of 5%.

The remaining balance of \$707,553.93 [$\$1,983,455.29$ (Total TI and BSAC Cost) – $\$1,219,901.36$ (TI amortized) – $\$56,000.00$ (BSAC amount amortized) = $\$707,553.93$] will be paid by lump-sum, upon the completion and acceptance by the Government of the TIs and BSAC.

Upon completion, inspection, and acceptance of the work by the authorized GSA representative, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$707,553.93 upon receipt of an original invoice. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0033957** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Project Manager electronically at toni.bezio@gsa.gov or the invoice may be mailed to the following address:

General Services Administration
ATTN: Kelly Krumm
819 Taylor St, Room 11A00
Fort Worth, TX 76102
817-978-1510

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

INITIALS: *Kelly* & *RDL*
LESSOR & GOVT