

**LEASE AMENDMENT (SAMPLE)**

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO THE LEASE AGREEMENT** (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (Landlord), whose address for the purpose of this Lease is \_\_\_\_\_ (Address), \_\_\_\_\_ (City), Iowa, \_\_\_\_\_ (Zip Code), and the **Iowa Department of Human Services** for and on behalf of the \_\_\_\_\_ (Tenant), whose address for the purpose of this Lease is \_\_\_\_\_, Des Moines, Iowa 50319.

**WITNESSETH:**

**WHEREAS**, the Landlord and Tenant have previously executed that certain lease agreement dated \_\_\_\_\_ (the "Lease") pursuant to the terms of which Tenant has leased \_\_\_\_\_ square feet (Rentable Area or Leaseable Space) in the \_\_\_\_\_ Building, \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City), \_\_\_\_\_ (State), \_\_\_\_\_ (Zip Code).

**WHEREAS**, the Landlord and Tenant have agreed to make certain modifications to the Lease:

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective **January 1, 2001**, the parties agree as follows:

**SECTION 3**

Is amended to strike the first paragraph and inserting in lieu thereof the following: "It is understood and agreed that the Lease shall commence as of the 1st day of January 2001, and shall end on the 31st day of December 2005, both days inclusive."

**SECTION 4**

Is amended to strike the terms contained in Subsection 4.1 and 4.2 respectively and inserting in lieu thereof the following terms:

- 4.1** "The Lease may be extended upon agreement by the parties for one (1) five-year option period but neither party will be required to agree to such extension. In the event Landlord elects to terminate the Lease after the initial term, it will provide the Department of Administrative Services, General Services Enterprise, with notice of its decision on or before August 1, 2005."
- 4.2** "Should Tenant desire to enter into negotiations to lease the Leased Property at the end of the five-year term, Tenant will give written notice to Landlord by August 1, 2005, of its intent to enter into negotiations. Leasing negotiations will be completed by October 31, 2005, or Landlord reserves the right to place the Leased Premises on the open market for lease at that time."

**SECTION 7, Subsection 7.1** is amended to strike the terms contained in Subsection 7.1 of the Lease and inserting in lieu thereof the following:

**7.1** “Tenant agrees to pay the following for the Leased Premises: The per month rent is \$1,915.73 (which is based on \$13.25 per square foot per year), in arrears. The first rent payment is due on the 1st day of February 2001, and the same amount on or before the fifteenth (15th) day of each month thereafter during the term of this Lease. The last month’s rent is due and payable on the fifteenth (15th) day of the month immediately following the last month of the Lease.”

**SECTION 7, Subsection 7.3** is amended to strike the terms contained in this Subsection.

**SECTION 7, Subsection 7.4** is renumbered to Subsection 7.3, as a result of the deletion of Subsection 7.3.

**SECTION 8, Subsection 8.1, 8.3, and 8.4** are amended to strike the terms contained in these Subsections.

**SECTION 8, Subsection 8.2** is renumbered to Subsection 8.1, as a result of the deletion of 8.1.

**SECTION 32, Subsection 32.12, Notices** is amended to add the following party to receive notices under the Lease:

With copy to:

State Property Leasing Manager  
Department of Administrative Services  
General Services Enterprise  
1305 E Walnut St, Level A  
Des Moines, Iowa 50319-0104

**SECTION 33, Subsection 33.1, EXHIBITS** is amended to replace Exhibit 1, as per attached.

**SECTION 33, Subsection 33.2, EXHIBITS** is amended to replace Exhibit 2, as per attached.

Except as modified by the terms of this Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

**LANDLORD**

By	Date
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**TENANT**

By (Department of Human Services)	Date
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