

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (hereinafter referred to as "Amendment") is effective as of this _____ day of _____, 2016, by and between Elwell, Inc., (hereinafter referred to as "Landlord") and The City of Ankeny, Iowa, a municipal corporation, (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Mercy Health and Human Services, an Iowa non-profit corporation, entered into a lease dated March 9, 1987, (hereinafter referred to as "Lease") for certain space amounting to a 17,250 square foot free standing building and the 2.175 acres in which its located, locally known as 220 West 1st Street, (hereinafter referred to as Premises), Ankeny, Iowa; and

WHEREAS, an Assignment of lease was entered into March 28, 2006 between Mercy Clinic, Inc., as assignor, and City of Ankeny, Iowa, as assignee. Said Assignment became effective November 1, 2005 terminating December 31, 2016; and,

WHEREAS, Landlord and Tenant desire to modify some of the terms of the Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The monthly gross rent shall remain \$15,545.00.
2. The term of the First Amendment's renewal (hereinafter referred to as Renewal) shall be for Five years (5) effective January 1st, 2017 through December 31st, 2021;
3. Tenant shall have the right to terminate Lease after the 36th month with a 6 month written notice to Landlord;
4. All other terms and provisions of the Lease, except as expressly modified herein and except where the context clearly requires a different meaning, are hereby ratified and affirmed as originally stated.

LANDLORD
Elwell, Inc.

TENANT
The City of Ankeny, Iowa

By:

By:

Date

Date