AMENDMENT TO LEASE - BUSINESS PROPERTY

THIS AGREEMENT made this 6th day of August,1992, by and between DBT Investments, a Partnership consisting of Douglas Palmer, Robert Emerson and Thomas J. Hanson, Landlords, and Davidson's of Independence, Ltd., an Iowa Corporation, Tenants.

WHEREAS, in February of 1990 Tenant entered into a Lease-Business Property with Ralph L. Rolling, which said Lease was assigned to DBT Investments, a Partnership, for the lease of the following described premises:

> That protion of the first or street floor of the building situated on parts of Lots 142 and 143, at the Northwest corner of Main and Franklin Streets, in the City of Manchester, Delaware County, Iowa, the same being the South storeroom thereof, of the dimensions of approximately forty-three (43) feet, North and South, by one hundred ten (110) feet East and West, also that portion of the basement of said building described as follows: the South forty-three (43) feet thereof and the East thirty (30) feet of the North part of the basement,

AND, WHEREAS, the Landlords wish to enter into an extensive remodeling project for the building which will require amendments to certain provisions of the Lease from Ralph L. Rolling to Tenant.

NOW, THEREFORE, in consideration of the mutual benefits to be gained by the parties, they agree as follows:

1. Tenant shall relinquish his right to his Lease of any portion of the basement of the building referred to in the Lease.

2. Landlord agrees to an additional option to extend the Lease for a term of five (5) years in addition to the option to extend said Lease for three (3) years as contained in Paragraph 1 of the Lease-Business Property. That is to say that the original option period is for a term of three (3) years commencing April 1, 1995 through March 31, 1998. The additional option period shall extend from April 1, 1998 through March 31, 2003. Provided however, that for the five (5) year option period commencing April 1, 1998, the Tenant shall be required to pay all utilities. This said additional option shall not be assignable or transferable to any other individual or entity.

FILE No. 217-706
RECORDING FEE $ 20.00
TRANSFER FEE $
FILED FOR RECORD THE 20 DAY OF August, 19 92 AT 4:10 O'CLOCK P. M. BOOK 3 PAGE 151
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

3. It is anticipated that Landlord will convert the basement of the premises to permanent parking for motor vehicles, and/or storage. Landlord agrees to properly ventilate the basement area so as to prevent fumes from motor vehicle engines to escape to the upper floors of the building and to prevent the disturbance of Tenant's use and occupancy of the leasehold.

4. Landlord shall pay the cost of replacing and repairing any air conditioning equipment that is damaged or altered by the remodeling project.

5. An elevator from the basement to the top floor of the building is expected to be installed which will have a stop on the main floor. The location of said elevator on the main floor will be in the northeast corner of the premises currently leased by the Tenant. The area of the Tenant's leased premises for the location of the elevator is approximately 24 feet East and West by 9 feet North and South. Tenant agrees to relinquish that portion of the premises which he currently leases from the Lease-Business Property and any option or extension thereof. Landlord agrees to pay the costs of returning the leased premises as nearly as possible to its preexisting condition following the installation of the elevator.

6. The renovation of the top floor of the building will also require certain construction, including plumbing and electrical construction above the current ceiling in the leased premises. Tenant hereby consents to the necessary construction above the ceiling of the current leased premises for the completion of the top floor renovation.

7. Landlord agress that the construction and renovation to be performed pursuant to Paragraphs 5 and 6 of this Agreement shall be performed in a commercially reasonable manner, with minimal interference with Tenant's retail use and occupancy of the leasehold. No construction as contemplated by Paragraphs 5 and 6 of this Agreement shall be conducted between November 15, 1992 and January 15, 1993, inclusive.

8. Landlord further agrees that the abandoned stairway running from the first floor of the leased premises to the basement will be sealed with the carpet relayed and reseamed following the sealing of said basement entryway.

9. The Landlord agrees to keep at a minimum any interruption of the business of Tenant by the renovation project. The initial portion of the renovation project shall be an installation of a ramp from ground level to the basement floor in the northwest corner of the building and installation of an

elevator from the basement to the top level of the building which shall proceed through a main floor as referred to in paragraph 5 hereof. The Landlords will proceed to complete these projects if they are economically feasible. If they are economically feasible they will be completed no later than July 1, 1993. In addition, Landlord agrees to refurbish or replace the windows on the east side of the top floor of the building and on the east one-third of the south side of the top floor of the building by July 1, 1993. Landlord shall refurbish the upper story of the building, including painting window trim and side entry to the second floor and thereafter maintain the same in an aesthetically pleasing condition during the term of this Lease. It is understood, however, that the Landlord shall not be reqired to refurbish the interior space of the upper story of the building.

10. Landlord agrees as part of the renovation a water spigot will be placed on the outside of the front of the building at no cost to the Tenant.

11. The Tenant agrees that the option to purchase as contained on the sheet attached to the original Lease-Business Property is hereby null and void and of no further force and effect.

12. During the period of construction and renovation pursuant to this Amendment to Lease, Landlord shall be liable for all personal injuries or property damage to Tenant, Tenant's invitees, or licensees, or their personal property that are caused by conditions on the premises created by such renovation or construction and shall indemnify the Tenant therefrom and hold the Tenant harmless thereon. The Tenant's rights under this clause are in addition to the provisions of the original lease.

13. Except as amended by this Amendment to Lease-Business Property the parties reaffirm the Lease-Business Property of February, 1990.

Dated this 6 day of August, 1992.

Davidson's of Independence,
Ltd, an Iowa Corporation

By Dave Tammel
Dave Tammel - President

DBT Investments
A Partnership

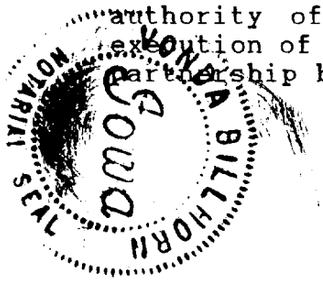
By Douglas Palmer
Douglas Palmer

Robert Emerson
Robert Emerson

Thomas J. Hanson
Thomas J. Hanson
Partners

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 20th day of August, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas Palmer, Robert Emerson and Thomas Hanson to me personally known, who being by me duly sworn, did say that they are the partners of DBT, Investments, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by them voluntarily executed.



Konda Billhorn
Notary Public in and for said State

STATE OF IOWA, ~~DELAWARE~~ Buchanan COUNTY, ss:

On this 6 day of August, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dave Trammel duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Dave Trammel as officer acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State

