

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 AMENDED	DATE:
	TO LEASE NO. LSD14276	

ADDRESS OF PREMISES: 1720 4th Street NE, Watertown, SD 57201

This agreement made and entered into this date by and between WADOA 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:
 NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

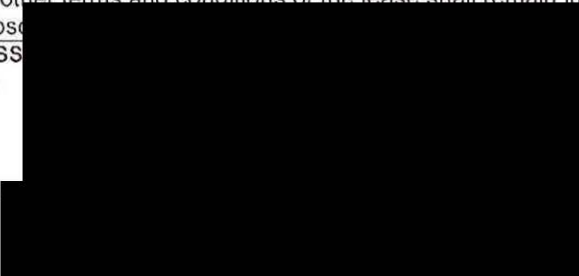
Lease is amended,	September 16, 2011	as follows:
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WHEREAS, the parties hereto desire to amend the above Lease.
 The purpose of this Supplemental Lease Agreement (SLA) No. 1, to lease LSD14276, is to commence the Lease, include the amortized Tenant Improvement Allowance and to identify a lump sum payment for Tenant Improvement overages.
 NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:
 - Paragraph 1 of the Lease shall be deleted and replaced with the following:
 A total of 7,869 rentable square feet (RSF) of office and related space, which yields 7,219 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at 1720 4th Street NE, in the City of Watertown, South Dakota 57201, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 56 on-site surface parking spaces and 5 reserved for Government use (total of 61 parking spaces), for the exclusive use of Government employees and patrons.
- Paragraph 2 of the Lease shall be deleted and replaced with the following:
 "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 16, 2011, and continuing for a term through 15 years, expiring September 15, 2026, unless earlier terminated by the Government as may be herein after set forth."

CONTINUED ON PAGE 2

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties
 subscribed and delivered these instruments on the day and date first above written.

LESSOR		<u>member</u>
	(Signature)	(Title)
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the United States of America		<u>101 W. 2nd St. #301</u>
		(Address) <u>Davenport, IA 52801</u>

UNITED STATES OF AMERICA
 GENERAL SERVICES ADMINISTRATION
 PUBLIC BUILDINGS SERVICE - MOUNTAIN PLANS SERVICE CENTER

 CONTRACTING OFFICER
 (Official Title)

3. Paragraph 3 is deleted in its entirety and the following is substituted therefore:

"3. The Government shall pay the Lessor annual rent for Years 1-15 (September 16, 2011 – September 15, 2026) of \$223,047.00 at the rate of \$18,587.25 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

WADOA VENTURE, LLC
 101 W. 2ND STREET, SUITE 300
 DAVENPORT, IA 52801-1814"

4. Paragraph 4 is deleted in its entirety and the following is substituted therefore:

"4. The Government may terminate this lease in whole or in part at any time after September 15, 2021 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 7 of the Lease shall be deleted in it's entirety and replaced with the following:

"7. In accordance with the SFO paragraph entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$246,095.71 shall be amortized through the rent for 10 years at the rate of 6.75%.

6. Paragraph 14 of the Lease shall be deleted in its entirety and replaced with the following:

"14. Rental Schedule.

Term	Shell	Taxes	Operating	TI's	Building Security	Annual Rent
9/16/11 – 9/15/21	\$137,642.01	\$4,000.00	\$40,000.00	\$33,909.27	\$7,495.72	\$223,047.00
9/16/21 – 9/15/26	\$179,047.00	\$4,000.00	\$40,000.00	\$0.00	\$0.00	\$223,047.00

*Annual adjustment will be applied to operating costs per SFO paragraphs.
 *Base amounts are indicated for illustrative/evaluation purposes only.
 *CAF will be used to convert from RSF to USF."

7. Paragraph 16 of the Lease shall be deleted in it's entirety and replaced with the following:

"16. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,587.25 - [REDACTED]).

Second Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. Second Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,587.25 - [REDACTED]).

Initials	
Gov't	Lessor

Third Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. Third Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,587.25 - [REDACTED]).

Fourth Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. Fourth Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,587.25 - [REDACTED]).

8. The attached punchlist from the final walk-through dated September 12, 2011 is incorporated as "Exhibit A" to SLA No. 1. Lessor shall complete all items identified in Exhibit A within thirty (30) calendar days of the final walk-through.
9. Paragraph 18 is hereby incorporated into the lease as follows:

The Lessor shall provide \$54,400.00 for Building Specific Security which has been amortized at 6.75% over the term Years 1-10 and included in the rent rate.

END OF SLA NO. 1

Initials	
Gov't	Lessor