

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE December 1, 2011
	TO LEASE NO. GS-08P-14570	

ADDRESS OF PREMISES **2708 North 1st Avenue
Sioux Falls, SD 57104**

THIS AGREEMENT, made and entered into this date by and between
whose address is **ICE on Amidon, LLC
3130 West 57th Street, Suite 112
Sioux Falls, SD 57108-3123**

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 establish the negotiated Tenant Improvement and Building Amortized Security costs, correct the rent schedule, and revise the Broker Commission and Credit paragraph.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2011 as follows:

Paragraphs 3, 19 and 33 of the Lease are hereby deleted and replaced with the following:

3. The Government shall pay to the Lessor rent as follows:

Months	Annualized					Total Monthly Rent
	Shell	Cost of Services	Building Specific Security	Tenant Improvement Allowance	Total Annual Rent	
8/1/11 - 7/31/16	\$ 555,342.87	\$ 137,190.42	\$ 58,373.29	\$ 195,031.58	\$ 945,938.16	\$ 78,828.18
8/1/16 - 7/31/21	\$ 629,125.58	\$ 137,190.42	\$ 58,373.29	\$ 0.00	\$ 824,689.29	\$ 68,724.11
8/1/21 - 7/31/26	\$ 663,026.58	\$ 137,190.42	\$ 0.00	\$ 0.00	\$ 800,217.00	\$ 66,684.75
8/1/26 - 7/31/31	\$ 722,975.04	\$ 137,190.42	\$ 0.00	\$ 0.00	\$ 860,165.46	\$ 71,680.46

Rent for a lesser period shall be prorated. Rent check shall be made payable to:
ICE on Amidon, LLC
3130 W. 57th Street, Suite 112
Sioux Falls, SD 57108-3123

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 above date.

LESSOR, I [Redacted]
BY [Redacted] Manager/Member
(Title)
IN PR [Redacted] 3130 W. 57th St. #112
(Address) Sioux Falls, SD 57108

UN [Redacted] ADMINISTRATION, PUBLIC BUILDINGS SERVICE, MOUNTAIN-PLAINS SERVICE
CE [Redacted]
E [Redacted] Michael A. Gawell
CONTRACTING OFFICER
(Official Title)

19. The tenant build out will conform to the specifications in the Lease and all attachments, and are to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 1.16 of the Lease, all Tenant Improvements required by the Government for occupancy must be performed by the successful Offeror as part of the rental consideration, subject to price adjustments as discussed in the paragraph entitled, "ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION (MAR 2006)". The Lessor agrees to provide \$2,064,585.00 toward the cost of the Tenant Improvements. The Government elects to pay a portion of the tenant buildout of \$1,213,713.64 via lump sum payment upon space acceptance. The Lessor and Government agree that the remaining tenant build out cost of \$850,871.36 is amortized for a period of five (5) years at 5.5%. Therefore, the amortized tenant build out costs are \$195,031.58 per annum or \$7.19 per rentable square foot. In the event the Tenant Improvement Cost is less than the amount provided above, or the Government elects to pay all or any additional portion of the tenant buildout cost via lump sum payment, the Lessor agrees to refund such difference in the form of reduction of base rent using a 5.5% amortization rate. The refund will be a credit of the rent equally spread out throughout the initial five (5) years of lease term. In the event that the Tenant Improvement Cost is greater than the amount provided above, Lessor agrees to amortize the additional cost at 5.5% throughout the initial five (5) years of lease term, or the Government may choose to pay lump sum for any part of the Tenant Improvement Cost. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

Additionally, Building Security Amortized Costs (BSAC) of \$448,227.00 (based on \$16.87 per ANSI/BOMA Office Area square foot) shall be amortized through the rent for ten (10) years at the rate of 5.5%. The annual cost included in the rent is \$58,373.29.

33. In accordance with Paragraph 1.3 (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, which shall be hereby agreed to as [REDACTED], only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley (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. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit to the shell rental portion of the annual rental payments.

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 and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

Fifth Month's Rental Payment \$78,828.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent.

Initials	
Gov't [Signature]	Lessor