

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE: 7-19-12
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TO LEASE NO. GS-08P-14596

ADDRESS OF PREMISES Courthouse Square
325 S. First Avenue
Sioux Falls, SD 57104

THIS AGREEMENT, made and entered into this date by and between:

whose address is First Dakota National Bank
101 N. Main Avenue
Sioux Falls, SD 57104-6411

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,	July 19, 2012	as follows:
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This SLA is issued to modify the following paragraphs to the lease:

I. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

- A total of 6,259 rentable square feet (RSF) of office and related space, which yields 6,030 ANSI/BOMA Office Area square feet (USF) of space at the Courthouse Square, 325 S First Ave, Sioux Falls, SD 57104, 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 15 parking spaces for exclusive use of the Government employees and patrons. This includes 13 surface parking spaces included in the rent at \$0 per space per annum and 2 structured parking spaces included in the rent at \$0 per space per annum, for a total of 15 parking spaces.
- The common area factor for the leased premises occupied by the Government is established at 1.04 (see "Common Area Factor" paragraph of the lease)
- The leased premises occupied by the Government for real estate tax adjustments is established as 11.91% (see "Percentage of Occupancy" paragraph in the lease)."

II. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 19, 2012 and continuing through July 31, 2027 subject to termination and renewal rights as may be hereinafter set forth."

III. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Annual Shell Rental Rate	Annual Cost of Services*	Annual Real Estate Taxes**	Annual Tenant Improvement Allowance***	Total Annual Rent
7/19/2012-7/18/2022	\$ 145,107.51	\$ 29,166.94	\$ 16,938.00	\$ 30,716.44	\$ 221,928.89
7/19/2022-7/31/2027	\$ 145,107.51	\$ 29,166.94	\$ 16,938.00	\$ 0.00	\$ 191,212.45

*Annual Cost of Services: Will be subject to annual CPI adjustments

** Annual Real Estate Taxes: Will be subject to Tax Adjustment per section 4.2 of SFO No. 8SD2014
*** Annual Tenant Improvement Allowance: TI Allowance is amortized at a rate of 6.5% per annum for 10 years

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

IV. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time on or after July 20, 2022 by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of the termination. Said notice shall be computed commencing the day after the date of mailing."

V. Paragraph 7 of the Lease shall be deleted in its entirety and replaced with the following:

"In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount, not to exceed, \$225,429.26 are amortized through the rent for ten (10) years at the rate of 6.50%. The amortized costs of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer."

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: First Dakota National Bank

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Senior Vice President
(Title)

IN PRESENCE

[REDACTED]
[REDACTED]

101 N. Main Ave #213
(Address)
Sioux Falls SD 57104

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION,
PUBLIC BUILDINGS SERVICE CENTER SERVICE CENTER.

B
[REDACTED]
[REDACTED]

CONTRACTING OFFICER
(Official Title)