

GENERAL SERVICES ADMINISTRATION

SUPPLEMENTAL AGREEMENT NO. 1

DATE

8/21/2012

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-08B-14660

ADDRESS OF PREMISES: Matrix Office Building, 1720 South Southeastern Drive, Sioux Falls, SD

THIS AGREEMENT, made and entered into this date by and between Matrix Development Partners, LLC

whose address is: 122 S. Phillips Ave., Suite 350
Sioux Falls, SD 57104-6709

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 amend the commission credit paragraph.

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:

Paragraphs 1.04 is deleted in its entirety and replaced with the paragraph below.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

UGL Services Equis Operations ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to UGL Services Equis Operations with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph of this Lease, 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:

Month 1 Rental Payment \$16,910.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY

Michael S. Bender
(Owner)

IN

Andi Anderson
(Owner)

UN

ATION

Michael A. Gawell
CONTRACTING OFFICER (Title)