

| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO. 2 | DATE: 4/10/12 | | | | | | | | | | | | | | | | | | | | | |
|--|------------------------------|-------------------|-----------------------|------------------------------|----------------------------------|-----------------------|------------------------------|----------------------------------|-------------------|-----------------------|-------------|------------|-------------|--------|----------|-------------|-----------------------|-------------|------------|-------------|----|----|-------------|
| TO LEASE NO. LSD14396 | | | | | | | | | | | | | | | | | | | | | | | |
| ADDRESS OF PREMISES Sibley Building 116 E Dakota Pierre, SD 57501-3110 | | | | | | | | | | | | | | | | | | | | | | | |
| THIS AGREEMENT, made and entered into this date by and between: Tobin Construction whose address is 4327 Sandwedge Dr Pierre, SD 57501-3110 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, | April 1, 2012 | as follows: | | | | | | | | | | | | | | | | | | | | | |
| 1. Paragraph 30 is hereby added to the lease agreement: "30. SNOW REMOVAL (APR 2011) Lessor shall provide snow removal services for the Government on all days for which this Lease has designated Tenant Hours of Operation. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the building entrances(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians." | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Paragraph 7 of the lease agreement is hereby deleted in its entirety and replaced with the following: "7. Rent includes a Tenant Improvement Allowance of \$0.00 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 5.00%. In accordance with SFO paragraph 3.3, <i>Tenant Improvements Rental Adjustment</i> , the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Paragraph 3 of the lease agreement is hereby 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: | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Dates</th> <th>Shell</th> <th>Real Estate Taxes</th> <th>Base Cost of Services</th> <th>Tenant Improvement Allowance</th> <th>Building specific Security Costs</th> <th>Total Annual Rent</th> </tr> </thead> <tbody> <tr> <td>11/19/2011-11/18/2016</td> <td>\$45,508.47</td> <td>\$8,206.28</td> <td>\$22,024.00</td> <td>\$0.00</td> <td>\$541.68</td> <td>\$76,280.43</td> </tr> <tr> <td>11/19/2016-11/30/2021</td> <td>\$45,508.47</td> <td>\$8,206.28</td> <td>\$22,024.00</td> <td>--</td> <td>--</td> <td>\$75,738.75</td> </tr> </tbody> </table> | | | Dates | Shell | Real Estate Taxes | Base Cost of Services | Tenant Improvement Allowance | Building specific Security Costs | Total Annual Rent | 11/19/2011-11/18/2016 | \$45,508.47 | \$8,206.28 | \$22,024.00 | \$0.00 | \$541.68 | \$76,280.43 | 11/19/2016-11/30/2021 | \$45,508.47 | \$8,206.28 | \$22,024.00 | -- | -- | \$75,738.75 |
| Dates | Shell | Real Estate Taxes | Base Cost of Services | Tenant Improvement Allowance | Building specific Security Costs | Total Annual Rent | | | | | | | | | | | | | | | | | |
| 11/19/2011-11/18/2016 | \$45,508.47 | \$8,206.28 | \$22,024.00 | \$0.00 | \$541.68 | \$76,280.43 | | | | | | | | | | | | | | | | | |
| 11/19/2016-11/30/2021 | \$45,508.47 | \$8,206.28 | \$22,024.00 | -- | -- | \$75,738.75 | | | | | | | | | | | | | | | | | |
| 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: To be

IN PRESEN

PRECS

(Title)

17200 W Bell Rd Surprise
(Address) *AZ 85374*

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

CONTRACTING OFFICER

(Official Title)