

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO: **2** LEASE NO. **G5-08P-14474** DATE: **1/16/13** PAGE: **1 of 2**

ADDRESS OF PREMISES: **909 St Joseph Street, 4<sup>th</sup> Floor, Rapid City, SD 57701-2678**

THIS LEASE, made and entered into this date by and between **TURNAC FOUR, LLC**

whose address is **101 Shirose Drive, Fort Pierre, SD 57532-3203**, and whose interest in the property is that of **OWNER** hereinafter called the **Lessor**,

and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The purpose of the Supplemental Lease Agreement (SLA) is to reconcile the final approved tenant improvements, thus modifying paragraphs 3, 8, and 16 of the lease. The effective date of this Supplemental Lease Agreement is **November 22, 2012**.
2. Paragraph 3 of the Lease is hereby adjusted as follows:  
The Government shall pay the Lessor monthly in arrears as follows:

Months:	Annualized						Total Monthly Rent
	Shell	Taxes	Cost of Services	Tenant Improvement Allowance	Building Specific Security Cost	Total Annual Rent	
11/22/2011-11/21/2012	\$83,624.97	\$8,699.95	\$25,811.00	\$0	\$3,125.92	\$121,261.84	\$10,105.15
11/22/2012-11/21/2016	\$83,624.97	\$8,699.95	\$25,811.00	\$32,620.95*	\$3,125.92	\$153,882.79	\$12,823.57

\* Tenant Improvements in the amount of **\$112,429.13** are amortized over **48** months at a rate of **7.50%**. Rents shall be adjusted in accordance with the provisions of the Solicitation For Offers and the General Clauses. Rent for a lesser period shall be prorated.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 22, 2011** through **November 21, 2016**.

SEE ATTACHED PAGE 2 AS AN INTEGRAL PART OF THIS LEASE DOCUMENT

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

[Redacted Signature]

*President*  
(Title)

[Redacted Signature]

[Redacted Signature]

*Shad Lademann*  
(Printed Name)

[Redacted Signature]

GENERAL SERVICES ADMINISTRATION  
CONTRACTING OFFICER  
(Official Title)

## Lease Agreement GS-08P-14474

909 St. Joseph Street

4<sup>th</sup> Floor

Rapid City, SD 57701-2678

## 4. Paragraph 8 of the Lease is hereby modified as follows:

In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100% (5,175 RSF / 5,175 RSF). The real estate tax base will be \$8,699.95.

5. In accordance with SFO Paragraph 2.4, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE 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, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE 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. The reduction in shell rent shall commence with the first full month of the rental payments after execution of this SLA #2 and continue until the credit has been fully recaptured in monthly installments as follows:

- First full Month's Rental Payment \$12,447.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;
- Second Month's Rental Payment \$12,447.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;
- Third Month's Rental Payment \$12,447.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

6.) all other terms and conditions are in full force and effect.

Gov't Initials

Lessor Initials