

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE July 18, 2011
	TO LEASE NO. GS-08P-14570	

ADDRESS OF PREMISES **2708 North 1<sup>st</sup> 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 57<sup>th</sup> 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 implement a change in the Lessor/Payee, recognize the subordination and assignment documentation, correct the rent schedule, and revise the tax Broker Commission and Credit paragraph.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective April 27, 2011 as follows:

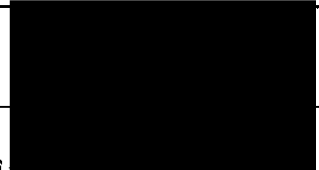
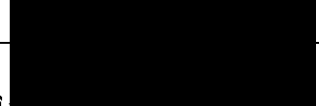


Paragraphs 3, 15 and 33 of the Lease are hereby deleted and replaced with the following, Paragraph 34 and 35 are hereby added to the lease:

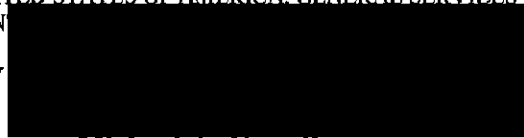
3. The Government shall pay to the Lessor rent as follows:

Months	Shell	Cost of Services	Building Specific Security	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
8/1/11 - 7/31/16	\$ 555,342.86	\$ 137,190.42	\$ 46,087.09	\$ 164,836.59	\$ 903,456.96	\$ 75,288.08
8/1/16 - 7/31/21	\$ 629,125.58	\$ 137,190.42	\$ 46,087.09	\$ 0.00	\$ 812,403.09	\$ 67,700.26
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. 57<sup>th</sup> 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,   
BY  Managing Member  
(Title)  
IN PRESENCE OF   
 3130 W. 57<sup>th</sup> St. #112 Sioux Falls, SD  
(Address) 57108

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, MOUNTAIN-PLAINS SERVICE CENTER  
BY  CONTRACTING OFFICER  
(Official Title)  
**Michael A. Gawell**

15. The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.3 of the Lease, the percentage of occupancy is 100. The parcel codes for the property will be added to the Lease by Supplemental Lease Agreement. The tax base will be established following commencement and shall be an amount equal to the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. (as further described in SFO Section 4.3 Tax Adjustment).

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 \$75,288.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$75,288.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$75,288.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$75,288.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.

Fifth Month's Rental Payment \$75,288.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's rent.

"34 The attached Novation Agreement is attached to this Supplemental Lease Agreement No. 2 and hereby made a part of the Lease"

"35 The attached Subordination, Non-Disturbance, and Attornment Agreement is attached to this Supplemental Lease Agreement No. 2 and hereby made a part of the Lease.

Initials	
Gov't	Lessor

