

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 <b>Revised</b>	DATE 05/01/2012
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	TO LEASE NO. LND14516
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ADDRESS OF PREMISES	PARK PLAZA 1139 2 <sup>nd</sup> Ave W Williston, North Dakota 58802-1322
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THIS AGREEMENT, made and entered into this date by and between PARK PLAZA, L.L.C. whose address is:  
**1125 2<sup>nd</sup> Ave E**  
**Williston, North Dakota 58801-4302**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to replace carpet, paint entire office and lobby area, and provide additional electrical as described in attached scope of work.

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

Lease is amended,	05/01/2012	As follows:
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**Paragraph 3. of the Lease is hereby deleted in its entirety and replaced with;**  
 "3. The Government shall pay the Lessor annual rent of \$35,681.67 at the rate of \$2,973.47 per month in arrears."

	Shell	Ops	TI	Total Annual Rent
9/1/2010- 4/30/2012	\$22,924.50	\$6,134.28	\$0.00	\$29,058.78
5/1/2012- 4/30/2015	\$22,924.50	\$6,395.48	\$6,361.69	\$35,681.67
5/1/2015- 8/31/2020	\$22,924.50	\$6,395.48	\$0.00	\$29,319.98

**Paragraph 4. of the Lease is hereby deleted in its entirety and replaced with;**  
 "4. The Government may terminate this lease in whole or in part at any time on or after May 1, 2015 by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be commencing with the day after the date of mailing."

**Paragraph 7. of the Lease is hereby deleted in its entirety and replaced with;**  
 "7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$17,297.16 shall be amortized through the rent for 36 months commencing on 5/1/2012, at the rate of 6.5%. The total annual cost of Tenant Improvements for the unamortized period shall be \$6,631.69. Tenant Improvements are identified per the attached scope of work."

**Paragraph 9. of the Lease is hereby deleted in its entirety and replaced with;**  
 "9. In accordance with the SFO paragraph entitled *Operating Cost Base*, the escalation base is established as \$6,395.48."

**Paragraph 1.1, Amount and Type of Space (Aug 2008), Subpart A., of Amendment No 1, is hereby deleted in its entirety and replaced with;**  
 "A. The General Services Administration (GSA) is interested in leasing approximately 1,581 rentable square feet of space. The rentable space shall yield a minimum of 1,375 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 1,375 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO)."

**Paragraph 1.3, Lease Term (Sep 2000), of Amendment No 1, is hereby deleted in its entirety.**  
 "The lease term is for 10 years/ 53 months firm. GSA may terminate this lease in whole or in part on or after May 1, 2015 with 90 days written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease."

**Paragraph 12.1, Tenant Improvement Build Out, of Amendment No 1, is hereby deleted in its entirety.**

All other terms and conditions of the lease, including any and all Supplemental Lease Agreements thereto, shall remain in force and effect. IN WITNESS WHEREOF, the parties

LESSOR  _____ (Signature)	 _____ (Signature)
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UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE, WYOMING/UTAH SERVICE CENTER.  BY	 _____ (Title)   _____ (Signature)  <b>CONTRACTING OFFICER</b> Leasing Contracting Officer
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