GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT NO. 3 DATE 6/1/2012 PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO. LND14516 ADDRESS OF PREMISES PARK PLAZA 1139 2nd Ave W Williston, North Dakota 58802-1322 THIS AGREEMENT, made and entered into this date by and between PARK PLAZA whose address is: 1139 2nd Ave W Williston, North Dakota 58802-1322 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to settle Lessor's proposed equitable adjustment and costs discussed further below. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said June 1, 2012 Lease is amended, As follows: Paragraph 15 of the SF2 of the Lease is hereby added as follows; "15, SETTLEMENT: On or about October 11, 2011, the Lessor submitted a proposed equitable adjustment to the Lease of \$32.101.15 for work performed or actions taken in anticipation of expansion of the premises under this Lease that did not occur ("Proposed Equitable Adjustment"). The Lessor itemized the costs for such work performed or actions taken in Attachment 1, which is incorporated into and made a part of this Supplemental Agreement No. 3. As complete and final settlement of the Proposed Equitable Adjustment and the costs identified in Attachment 1, the Government agrees to pay, and the Lessor agrees to accept, a total of \$10,082.85 after the Government's receipt of an acceptable itemized invoice from the Lessor for the \$10,082.85. The vendor receiving payment shall issue the invoice. Additionally, the invoice shall include a unique invoice number and cite the following PDN Number PS0017285. Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: Greater Southwest Finance Center (7BCP) P.O. Box 17181 Forth Worth, Texas 76102" Paragraph 16 of the SF2 of the Lease is hereby added as follows; "16. RELEASE: In consideration of the settlement agreed to in this Supplemental Agreement No. 3 as complete and final equitable adjustment for and settlement of the Lessor's Proposed Equitable Adjustment identified in Attachment 1, the Lessor hereby releases the Government from any and all liability under this Lease for further equitable adjustments, costs, or liability attributable to such facts or circumstances giving rise to the Proposed Equitable Adjustment identified in Paragraph 15 of the Lease or the costs identified in Attachment 1." 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 subscribed their names as of the above date. LESSOR, PARK PLAZA Brusidant
(Tille)
Williston, N.D. IN PRESENCE OF UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE, WYOMING/UTAH SERVICE CENTER.

CONTRACTING OFFICER
Leasing Contracting Officer

BY