

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE:
	TO LEASE NO. LSD14276	

ADDRESS OF PREMISES: 1720 4th Street NE, Watertown, SD 57201

This agreement made and entered into this date by and between WADOA VENTURE, LLC
 Whose address is 101 W. 2ND STREET, SUITE 300
 DAVENPORT, IA 52801-1814
 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,	September 16, 2011	as follows:
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WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement (SLA) No. 1 to lease LSD14276, is to reconcile the Lease, include the amortized Tenant Improvement Allowance and to identify a lump sum payment for Tenant Improvement overages.

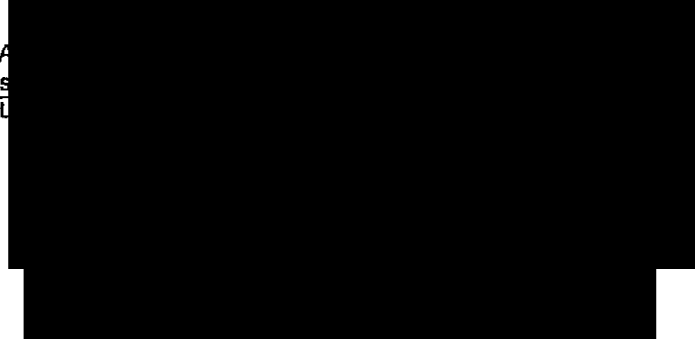
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

3. Paragraph 3 is deleted in its entirety and the following is substituted therefore:


"3. The Government shall pay the Lessor annual rent for Years 1-15 (September 16, 2011 – September 15, 2026) of \$223,404.53 at the rate of \$18,617.04 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

WADOA VENTURE, LLC
 101 W. 2ND STREET, SUITE 300
 DAVENPORT, IA 52801-1814"

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 (Signature)	and effect. IN WITNESS WHEREOF, the parties
	<p><u><i>[Handwritten Signature]</i></u> (Title) <u>101 W. 2nd St # 301</u> (Address) <u>DAV. IA. 52801</u></p>

UNITED STATES OF AMERICA
 GENERAL SERVICES ADMINISTRATION
 ROCKY MOUNTAIN REGION – PUBLIC BUILDINGS SERVICE – MOUNTAIN PLANS SERVICE CENTER

BY  CONTRACTING OFFICER
 (Official Title)

5. Paragraph 7 of the Lease shall be deleted in its entirety and replaced with the following:

"7. In accordance with the SFO paragraph entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$248,690.52 shall be amortized through the rent for 10 years at the rate of 6.75%.

Therefore, the total cost of the Tenant Improvements (\$252,513.74) exceeds the Allowance by \$3,823.22, which will be paid by the Government upon completion and acceptance of the improvements via a onetime lump-sum payment totaling \$3,823.22.

1) Regarding this lump-sum payment of \$3,823.22, please follow these instructions:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- A unique invoice number on the invoice submitted for payment.
- Invoice date.
- **GSA PDN # PS0022251, noted at top of invoice.**
- Lease contract number (GS-08P-14276), Supplemental Lease Agreement Number (SLA 1), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- Invoice must be either submitted on company letterhead or signed by the person with whom the Lease is made.

Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.

Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)
 PO BOX 17181
 Fort Worth, TX 76102"

6. Paragraph 14 of the Lease shall be deleted in its entirety and replaced with the following:

"14. Rental Schedule.

Term	Shell	Taxes	Operating	TI's	Building Security	Annual Rent
9/16/11 – 9/15/21	\$137,642.01	\$4,000.00	\$40,000.00	\$34,266.80	\$7,495.72	\$223,404.53
9/16/21 – 9/15/26	\$179,047.00	\$4,000.00	\$40,000.00	\$0.00	\$0.00	\$223,047.00



*Annual adjustment will be applied to operating costs per SFO paragraphs.

*Base amounts are indicated for illustrative/evaluation purposes only.

*CAF will be used to convert from RSF to USF."

7. Paragraph 16 of the Lease shall be deleted in its entirety and replaced with the following:

"16. In accordance with Paragraph 2.4 (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

Initials	
GSA	Lessor
	

the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley 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. 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,617.04 - [REDACTED]).

Second Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,617.04 - [REDACTED]).

Third Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,617.04 - [REDACTED]).

Fourth Month's Shell is \$11,470.16 minus the Commission Credit of [REDACTED]. First Month's adjusted Gross Monthly Rental Payment is [REDACTED] (\$18,617.04 - [REDACTED]).

END OF SLA NO. 2

Initials	
Gov't	Lessor

(Handwritten initials and signatures are present over the table)