

GENERAL SERVICES  
ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO: 6

DATE:  
1/31/12

TO LEASE NO. LSD14398

ADDRESS OF PREMISES: 414 E Stumer Road, Rapid City, SD 57701-9213

THIS AGREEMENT, made and entered into this date by and between: **Rapid City GSA Properties, LTD.**  
whose address is: **4918 Milan Road**  
**Sandusky, Ohio 44870-5842**

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 establish the rent breakdown, establish the tenant improvements amortized into the rent, revise the commission and commission credit, and establish the total tenant improvement costs and costs for the lump sum items due to the Lessor.

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

Paragraphs 3, 7, 20, 22 are hereby deleted in its entirety and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent of \$389,318.08 at the rate of \$32,443.17 per month in arrears for months 1 - 4 per the rent breakdown below:

Rent Breakdown (Months 1-4)	Monthly Rent	Annual Rent
Shell Rent	\$20,263.49	\$243,161.82
Operating Cost	\$4,689.14	\$56,269.73
Amortization of TI	\$7,490.54	\$89,886.53
Full Service Rent	\$32,443.17	\$389,318.08

The Government shall pay the Lessor annual rent of \$342,161.82 at the rate of \$28,569.22 per month in arrears for months 5 - 120 per the rent breakdown below:

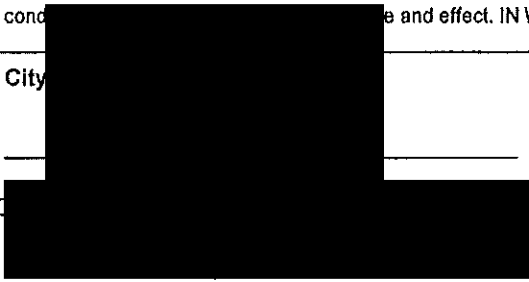
Rent Breakdown (Months 5-120)	Monthly Rent	Annual Rent
Shell Rent	\$20,263.49	\$243,161.82
Operating Cost	\$4,689.14	\$56,269.73
Amortization of TI	\$3,616.59	\$43,399.06
Full Service Rent	\$28,569.22	\$342,830.61

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:  
**Rapid City GSA Properties, LTD.**  
4918 Milan Road  
Sandusky, Ohio 44870-5842"

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All other terms and conditions of the Lease shall remain in full force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Rapid City



MANAGER

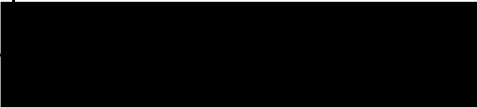
(Title)

IN PRESENCE OF

4918 MILAN RD, SANDUSKY, OH  
44870  
(Address)

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

BY



LEASE CONTRACTING OFFICER

(Official Title)

Brenda J.P. McWhirt

*[Handwritten Signature]*  
Lessor Initials

*[Handwritten Signature]*  
Gov't Initials

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"7. Rent includes a Tenant Improvement Allowance of \$311,483.60 to be amortized over the term of the Lease (120 months) at the rate of 7%. An additional \$15,272.45 has been amortized over four months of the term of the Lease at the rate of 7%. In accordance with SFO paragraph entitled *Tenant Improvement Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly. See Attachment #1 for a complete breakdown of space allocation for each tenant agencies occupying space at this location."

**"20. Commission and Commission Credit:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this 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 \$32,443.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$32,443.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Third Month's Rental Payment \$32,443.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent"

"22. The total Tenant Improvement Costs are \$460,159.54. The total Tenant Improvement costs are broken down into (1) amortized tenant improvements; (2) excess tenant improvements, and (3) Lump Sum Payments as follows:

- (a) The total TI Allowance amortized into the rent is \$326,756.05 (\$311,483.60+\$15,272.45). Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor for excess tenant improvement expense in the amount of \$76,978.84, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

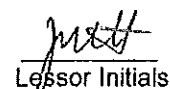
A proper invoice must include the following:

- Invoice date;
- Name of the Lessor as shown on the Lease;
- Lease contract number, building address and description, price and quantity of the items delivered;
- PDN # - PS0021576
- If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice should be sent electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) and/or sent directly to the GSA Finance Office at the following address:

General Services Administration  
Greater Southwest Finance Center  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181  
(Please also email a copy to the Lease Contracting Officer)

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Lessor Initials

  
Gov't Initials

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- (b) A lump sum payment for Tenant Improvements to be paid to the Lessor in the amount of \$55,018.43 due to a release of space by [REDACTED] / [REDACTED] as referred to in SLA #4 and shall be invoiced for by the Lessor in accordance with SLA #4.

A proper invoice must include the following:

- Invoice date;
- Name of the Lessor as shown on the Lease;
- Lease contract number, building address and description, price and quantity of the items delivered;
- **PDN # - PS0021605**
- If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice should be sent electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) and/or sent directly to the GSA Finance Office at the following address:

General Services Administration  
Greater Southwest Finance Center  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181  
(Please also email a copy to the Lease Contracting Officer)


- (c) A second lump sum payment of Tenant Improvements to be paid to the Lessor in the amount of \$1,406.22 due to a USDA / FNS forced move and shall be invoiced for by the Lessor separately from the other lump sum items listed above to:


A proper invoice must include the following:

- Invoice date;
- Name of the Lessor as shown on the Lease;
- Lease contract number, building address and description, price and quantity of the items delivered;
- **RWA #N1203123**
- If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice should be sent directly to Kristen Fiekert at the following address:

General Services Administration  
Attn: Kristen Fiekert  
515 4<sup>th</sup> Ave., SE, #120  
Aberdeen, SD 57401  
(Please also email a copy to the Lease Contracting Officer)"

  
Lessor Initials

  
Gov't Initials