



SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-OBP-14474	DATE 2/1/12	PAGE 1 of 2
ADDRESS OF PREMISES 909 St. Joseph Street, 4th Floor, Rapid City, South Dakota 57701-2678			

THIS AGREEMENT, made and entered into this date by and between TURNAC FOUR, LLC whose address is

101 Shimrose Drive
Fort Pierre, SD 57532-3203

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, November 22, 2011, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) is to establish beneficial occupancy and rent commencement, change the number of parking spaces, and remove the Tenant Improvement Allowance from the rent table and commission calculation. The Tenant Improvement Allowance shall be added back into the rent and commission upon acceptance of the work by the Government. Therefore, paragraphs 1, 2, 3, 6 and 17 are hereby deleted in their entirety and replaced with the following:

1. The Lessor hereby Leases to the Government the following described premises: A total of 6,175 rentable square feet (RSF) of office, warehouse and related space, which yields 4,600 ANSI/BOMA Office Area square feet (USF) of space at 909 St. Joseph Street, 4th Floor, Rapid City, South Dakota 57701-2678 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fifteen (15) parking spaces for the exclusive use of Government employees and patrons.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 22, 2011 through November 21, 2016.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

[Redacted Signature]	OR	NAME OF SIGNER <i>[Handwritten Signature]</i>
	[Redacted Signature]	

SIGNATURE [Redacted Signature]	IN PRESENCE OF	NAME OF SIGNER <i>Wagon Gregg</i>
	ADDRESS [Redacted Address]	

SIGNATURE [Redacted Signature]	UNITED STATES OF AMERICA	NAME OF SIGNER <i>Darrin Hotelling</i>
		OFFICIAL TITLE OF SIGNER <i>Lease Contracting Officer</i>



3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Term	Annualized					Total Annual Rent
	Shell	Real Estate Taxes	Cost of Services	Tenant Improvement Allowance	Building Specific Security Cost	
11/22/11-11/21/16	\$ 83,624.97	\$ 8,899.95	\$ 25,811.00		\$ 3,125.92	\$ 121,261.84

The amortized Tenant Improvement Allowance component of the rent shall not activate until construction is complete and required improvements are delivered/accepted by the Government. Once the space is accepted, the Rent for the lease above will be adjusted by Supplemental Lease Agreement to include the tenant improvement component, amortized over the remaining firm term of the lease.

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

TURNAC FOUR, LLC
C/O WALTER D. MILLER
PO BOX 22
FORT PIERRE, SD 57532-0020

6. Rent includes a Tenant Improvement Allowance of \$164,160.00, for work to be completed at a later date, to be amortized through the rent over the remaining firm term of the Lease following acceptance by the Government, at the rate of 7.50%. In accordance with SFO paragraph 3.3, Tenant Improvements Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

17. In accordance with SFO paragraph 2.4, Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this Lease transaction. The Lessor and CBRE 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 described in Paragraph 2.4, only [redacted], which is [redacted] of the Commission, will be payable to CBRE 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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$10,106.15 minus the prorated commission credit of [redacted] equals [redacted] (adjusted first month's rent).

Second month's rental payment of \$10,106.15 minus the prorated commission credit of [redacted] equals [redacted] (adjusted second month's rent).

Third month's rental payment of \$10,105.16 minus the prorated commission credit of [redacted] equals [redacted] (adjusted third month's rent).

II. All other terms and conditions of the lease shall remain in force and effect.

INITIALS: LESSOR
GOVT